

EXHIBIT 2

1 **Robert J. Bonsignore, Esq.**
2 **BONSIGNORE TRIAL LAWYERS, PLLC**
3 **3771 Meadowcrest Drive**
4 **Las Vegas, NV 89121**
5 **Phone: 781-856-7650**
6 **Email: rbonsignore@classactions.us**

7 *Counsel for Indirect Purchaser Plaintiffs*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-5944
MDL No. 1917

CLASS ACTION

This Document Relates to:
All Indirect Purchaser Actions

**MOTION FOR PERMISSION TO FILE
REPLY IN SUPPORT OF OBJECTIONS TO
LEAD COUNSEL'S MOTIONS FOR FINAL
APPROVAL AND ATTORNEYS' FEES**

Pursuant to Federal Rule of Civil Procedure 6 and Local Rule 6-3, this Motion for Permission to File Reply in Support of Objections to Lead Counsel's Motions for Final Approval and Attorneys' Fees is submitted by class members and indirect purchasers of Cathode Ray Tube, Anthony Gianasca, Gloria Comeaux, Mina Ashkannejhad individually and/or as Administrator of the Estate of the Late R. Deryl Edwards, Jr., Jeffrey Speaect, Rosemary Ciccone and Jeff Craig (the "Plaintiffs"), through their counsel Bonsignore Trial Lawyers, PLLC.¹ In support of this Motion, Plaintiffs state:

This and the accompanying papers are respectfully submitted in reply to Lead Counsel's Motions for Final Approval and for Attorneys' Fees. The Reply was to be filed via the JAMS Electronic Filing System by December 9, 2015. Plaintiffs' Gianasca and Ashkannejhad were not timely provided with copies of their deposition transcripts and full attachments through no fault of their own. In fact, Ms. Ashkannejhad still has not received a copy of her October 29, 2015 deposition or its exhibits.

Pursuant to Federal Rule of Civil Procedure 6(b)(1)(B), when a party moves the Court to accept a filing after a deadline, the court may do so "where the failure to [file before the deadline] was the result of excusable neglect." The standard for determining excusable neglect is set by balancing the following five factors: (1) the danger of prejudice to the nonmoving party; (2) the length of the delay and its potential impact on judicial proceedings; (3) the reason for the delay; (4) whether the delay was within the reasonable control of the moving party; and (5) whether the late-filing party acted in good faith. *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507 U.S. 380, 395 (1993).

Here, the filing of Plaintiffs' Reply will harm neither the Defendants nor Lead Counsel by leave of Court. If the Court permits Plaintiffs' Motion there will be no impact upon any proceedings. The delay in the filing is less than one week and will therefore not impact the hearing scheduled for March 15, 2015 on Lead Counsel's motions or any further related filing.

¹ Moving counsel has requested that Lead Counsel stipulate to this request and will promptly advise if an assent is granted.

1 Although the widow Ashkannejhad is prejudice by the fact she does not have the benefit of her
 2 deposition, she has approved this filing because she has no reasonable alternative. The delay was
 3 not the result of any manipulation, animus or bad faith on her part. At best it was inadvertence on
 4 the part of another who she has no control over. The production and timing of the receipt of the
 5 Gianasca deposition² was also not within the control of Plaintiffs. Indirect purchasers of Cathode
 6 Ray Tube, Anthony Gianasca, Gloria Comeaux, Mina Ashkannejhad individually and/or as
 7 Administrator of the Estate of the Late R. Deryl Edwards, Jr., Jeffrey Speaect, Rosemary Ciccone
 8 and Jeff Craig contend the delay was not carried out by them in bad faith and is excusable.

9 Accordingly, Plaintiffs request that permission to file a reply in support of their objections
 10 to lead counsel's motions for file approval and attorneys' fees in the form attached hereto as
 11 Exhibit A be granted and that the Order attached hereto as Exhibit B be entered in this case.

12 Dated: December 15, 2015

Robert J. Bonsignore

15 /s/ Robert J. Bonsignore

Robert J. Bonsignore (NH 21241)

Bonsignore Trial Lawyers, PLLC

3771 Meadowcrest Drive

Las Vegas, NV 89121

Telephone: (781) 856-7650

rbonsignore@class-actions.us

26 _____
 27 ² The Gianasca deposition contains transcription errors and the attachments returned do not match
 28 the record of what was produced. While these discrepancies can be worked through, they took time
 to sort out.

CERTIFICATE OF SERVICE

I, Robert J. Bonsignore, hereby certify that on this 15th day of December 2015, I caused the foregoing to be electronically filed with the JAMS Electronic Filing (“JAMS”) System, which will send a notice of electronic filing to all parties registered with the JAMS system in the above-captioned matter. A copy will be forwarded via first class mail, postage prepaid, to those parties not electronically registered.

/s/ Robert J. Bonsignore

Robert J. Bonsignore

EXHIBIT A

1 **Robert J. Bonsignore, Esq.**
2 **BONSIGNORE TRIAL LAWYERS, PLLC**
3 **3771 Meadowcrest Drive**
4 **Las Vegas, NV 89121**
5 **Phone: 781-856-7650**
6 **Email: rbonsignore@classactions.us**

Counsel for Indirect Purchaser Plaintiffs

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-5944
MDL No. 1917

CLASS ACTION

This Document Relates to:
All Indirect Purchaser Actions

**DECLARATION OF ROBERT J.
BONSIGNORE IN SUPPORT OF MOTION
FOR PERMISSION TO FILE REPLY IN
SUPPORT OF OBJECTIONS TO LEAD
COUNSEL'S MOTIONS FOR FINAL
APPROVAL AND ATTORNEYS' FEES**

1 I, Robert J. Bonsignore, pursuant to 28 U.S.C. § 1746 hereby declare:

2 1. I am a member of the bars of the states of New Hampshire and Massachusetts and
3 have been admitted *pro hac vice* to this Court. I am a partner in the firm Bonsignore, LLC,
4 Counsel for the Indirect Purchaser Plaintiffs in the above-captioned matter. I have personal
5 knowledge of the facts stated below and with the proceedings in this case.

6 2. I submit this Declaration in support of this Motion for Permission to File Reply in
7 Support of Objections to Lead Counsel's Motions for Final Approval and Attorneys' Fees
8 submitted by class members and indirect purchasers of Cathode Ray Tube, Anthony Ganasca,
9 Gloria Comeaux, Mina Ashkannejhad individually and/or as Administrator of the Estate of the
10 Late R. Deryl Edwards, Jr., Jeffrey Speaect, Rosemary Ciccone and Jeff Craig (the "Plaintiffs"),
11 through their counsel Bonsignore Trial Lawyers, PLLC.

12 3. Replies to Lead Counsel's Motions for Final Approval and for Attorneys' Fees
13 were to be filed via the JAMS Electronic Filing System by December 9, 2015.

14 4. Although work had begun on a reply, Counsel did not timely receive the Ganasca
15 deposition transcript and when it was received the attachments did not match what we had record
16 of turning over to defense counsel. The discrepancies took time to work out and required the
17 involvement of the Plaintiff who had commitments and otherwise required time to locate his notes
18 and consider what was produced as compared to what he recalled was produced. As an aside, Mr.
19 Ganasca was selected as an electrician for Ben Affleck's movie and the job required extensive
20 hours and was a big boost for his company. Mina Ashkannejhad individually and/or as
21 Administrator of the Estate of the Late R. Deryl Edwards, Jr., has still not received a copy of her
22 deposition transcript or its attachments.

23 5. Counsel for Plaintiffs has requested a stipulation from Lead Counsel and will
24 promptly notify this Honorable Arbitrator if Lead Counsel assents.

25 6. There have been no previous requests for time modifications by Plaintiffs in this
26 case.

27 7. The requested allowance of permission to file the attached Reply brief will have no
28

1 effect whatsoever upon the schedule for the case as it largely joins in the other arguments advance
2 by co-counsel and adds a mere several pages of argument.

3 8. The request for permission to file a reply was due solely to circumstances beyond
4 the Plaintiffs' control and is not due to any extent upon manipulation, malice or bad faith.

5 9. I respectfully request that Plaintiffs, who have not contributed to this inadvertence,
6 be permitted to file a reply brief.

7 I declare under penalty of perjury under the laws of the United States of America that the
8 foregoing is true and correct.

9 Executed on this 15th day of December 2015.

10
11 /s/ Robert J. Bonsignore
12 Robert J. Bonsignore (MA No. 547880)
13 Bonsignore Trial Lawyers, PLLC
14 3771 Meadowcrest Drive
15 Las Vegas, NV 89121
16 Telephone: (781) 856-7650
17 rbonsignore@class-actions.us
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, Robert J. Bonsignore, hereby certify that on this 15th day of December 2015, I caused the foregoing to be electronically filed with the JAMS Electronic Filing (“JAMS”) System, which will send a notice of electronic filing to all parties registered with the JAMS system in the above-captioned matter. A copy will be forwarded via first class mail, postage prepaid, to those parties not electronically registered.

/s/ Robert J. Bonsignore

Robert J. Bonsignore

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

IN RE: CATHODE TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-5944-JST

MDL No. 1917

This Document Relates To:

CLASS ACTION

All Indirect Purchaser Actions

[PROPOSED] ORDER GRANTING LEAVE TO FILE LATE REPLY

IT IS HEREBY ORDERED that Plaintiffs' Motion for Permission to File Reply in Support of Objections to Lead Counsel's Motions for Final Approval and Attorneys' Fees, is granted.

Martin Quinn, Special Master

1 **Robert J. Bonsignore, Esq.**
2 **BONSIGNORE TRIAL LAWYERS, PLLC**
3 **3771 Meadowcrest Drive**
4 **Las Vegas, NV 89121**
5 **Phone: 781-856-7650**
6 **Email: rbonsignore@classactions.us**

7 *Counsel for Indirect Purchaser Plaintiffs*

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: CATHODE RAY TUBE (CRT)
ANTITRUST LITIGATION

Case No. 3:07-cv-5944
MDL No. 1917

CLASS ACTION

This Document Relates to:
All Indirect Purchaser Actions

**JOINDER AND REPLY IN SUPPORT OF
OBJECTION TO PROPOSED CLASS
ACTION SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES**

Hearing: 2:00 P.M., March 15, 2016
Judge: Hon. Jon S. Tigar
Courtroom: 9, 19th Floor
Special Master: Martin Quinn, JAMS

1 This Joinder and Reply Memorandum is submitted by class members and indirect
 2 purchasers of Cathode Ray Tube, Anthony Giasasca, Gloria Comeaux, Mina Ashkannejhad
 3 individually and/or as Administrator of the Estate of the Late R. Deryl Edwards, Jr., Jeffrey
 4 Speaect, Rosemary Ciccone and Jeff Craig (the “Excluded Plaintiffs”), through their counsel
 5 Bonsignore Trial Lawyers, PLLC, and in support of their objection to the proposed Settlement
 6 Agreement and Lead Counsel’s Motion for Attorneys’ Fees.

7 **ARGUMENT**

8 As detailed in their prior filings (MDL Doc. Nos. 4119, 4144), the Excluded Plaintiffs
 9 object to the proposed settlement agreement (the “Settlement Agreement”) as it will, *inter alia*,
 10 strip indirect purchasers in the states of Massachusetts, Missouri, and New Hampshire of any
 11 rights to recovery against the Defendants without giving them anything in exchange. The
 12 Excluded Plaintiffs further have objected to the Motion for Attorneys’ Fees submitted by Lead
 13 Counsel as inappropriate. (MDL Doc. Nos. 4119, 4144). The Excluded Plaintiffs have reviewed
 14 the reply briefs filed in this action and agree and support the matters set forth therein.¹ For this
 15 reason and in the interest of avoiding overburdening the Court with repetitive filings, the Excluded
 16 Plaintiffs join in, and hereby incorporate by reference, the arguments made in those Replies.
 17 Nevertheless, several matters merit highlighting.

18
 19 In its Motion for Final Approval, rather than address the substantive shortcomings in the
 20 Settlement Agreement identified by the Excluded Plaintiffs which bar its final approval, Lead
 21 Counsel for the Indirect Purchaser Plaintiffs (“IPPs”) engages in a campaign to condemn the
 22

23
 24 ¹ In particular, the Excluded Plaintiffs join in and incorporate by reference (1) Reply Brief in
 25 Support of Objections to Final Approval of Settlements filed by Cooper & Kirkham, P.C. and the
 26 Law Offices of Francis O. Scarpulla, dated December 9, 2015; (2) the Reply Brief in Support of
 27 Objections to Indirect-Purchaser Plaintiffs’ Motion for Award of Attorneys’ Fees, Reimbursement
 28 of Litigation Expenses, and Incentive Rewards to Class Representatives, filed by the Law Offices
 of Francis O. Scarpulla and Cooper & Kirkham, P.C., dated December 9, 2015; and (3) the Reply
 in Support of Objection to the Proposed Class Action Settlement Agreement and Motion for
 Attorney Fees by Objector Rockhurst University, Objector Gary Talewsky, and Objector Harry
 Garavanian, Filed by Theresa D. Moore, dated December 9, 2015 (collectively, the “Replies”).

1 Excluded Plaintiffs individuals, to which he owed a fiduciary duty, and to malign those Plaintiffs'
2 attorneys' personal integrity. The objections advanced are not personal. Indirect purchasers who
3 were involved in the litigation have found themselves and others similarly situated excluded. They
4 are fighting to participate in a settlement they should not have been excluded from.

5 Setting aside Lead Counsel's diversionary tactics, the fact remains that he has offered no
6 valid support for his abandonment of those victims of the Defendants' wrongful conduct, the cost
7 of which the Settlement Agreement itself values at over half a billion dollars, who have the
8 misfortune of residing in states whose claims Lead Counsel did not choose to vigorously pursue.

9 It is beyond cavil that Lead Counsel in a nationwide class action is obligated to represent
10 the interests of all class plaintiffs, including the named and unnamed plaintiffs in each and every
11 state encompassed within the class he or she has undertaken to represent. *See Radcliffe v.*
12 *Experian Info. Sols. Inc.*, 715 F.3d 1157, 1167 (9th Cir. 2013) (citation omitted). Lead Counsel
13 did not do so here. All of his baseless finger pointing does not override his failure to satisfy those
14 duties. The sacrificed plaintiffs should not be forced to forfeit their valid rights for the benefit of
15 Lead Counsel's chosen minority. Because the Settlement Agreement does so, it is not fair and
16 does not merit final approval as detailed in the Replies. In addition, in arguing specifically that the
17 Excluded Plaintiffs residing in Massachusetts, Missouri and New Hampshire were not wrongly
18 excluded, Lead Counsel Mario Alioto attempts to shift responsibility for his failure to file claims
19 on their behalf to, *inter alia*, the Excluded Plaintiffs' attorney, Robert Bonsignore. His efforts are
20 futile. While there is no debate that he excluded Mr. Bonsignore from leadership after being
21 appointed lead, the fact is that he was Lead Counsel and possessed sole authority to direct the
22 course of the litigation and sole authority to enter into settlement agreements.

23 As Lead Counsel, Mr. Alioto had a duty to vigorously pursue all class members' claims,
24 including those class members residing in Massachusetts, Missouri and New Hampshire. *See*
25 *Hesse v. Sprint Corp.*, 598 F.3d 581, 589 (9th Cir. 2010) ("Class representation is inadequate if the
26 named plaintiff fails to prosecute the action vigorously on behalf of the entire class or has an
27 insurmountable conflict of interest with other class members."). His attempt to sidestep
28 responsibility to those class members by claiming it was Mr. Bonsignore's job to file claims for

1 them are thus irrelevant. As previously objectively evidenced, Lead Counsel Alioto was provided
2 with the names and supporting documents of the putative Massachusetts, Missouri and New
3 Hampshire class representatives. *See* Declaration of Robert J. Bonsignore, dated December 15,
4 2015, filed herewith, attaching and addressing Attachments 12; 3A and 4 to the Supplemental
5 Objection (Doc. 4144).

6 Second, the documentary evidence submitted with the Excluded Plaintiffs' Supplemental
7 Objection flatly contradict his protestations that he did not know of any plaintiffs from those states
8 and that Mr. Bonsignore never informed him of them. *Id.* Mr. Alioto was well aware of plaintiffs
9 in those states who were vetted and willing to serve as named plaintiffs and assured Mr.
10 Bonsignore that he had the matter in hand. In fact, Mr. Ganasca personally retained Mr. Alioto
11 and his feeble attempt to deny a duty to zealously represent his client bizarre. *See*, December 15,
12 2015 Declaration Of Robert J. Bonsignore Attachment 1 – Ganasca Retention Agreement dated
13 March 20, 2008. Thus, Mr. Alioto's attempts to cast the blame for the non-filing of suits onto Mr.
14 Bonsignore are not supported by the facts. Moreover, Mr. Alioto asked Mr. Bonsignore to do him
15 a favor and put his name on the Massachusetts client's retainer.

16 Third, Lead Counsel incorrectly touts the statutes of limitations as barring suits in
17 Massachusetts, Missouri and New Hampshire and thus absolving him from his duty to pursue
18 them. *See* Motion for Final Approval at 34, 37-38. Any addition of state law claims would have
19 related back to the filing of the class complaint. *See Crown, Cork Seal Company, Inc v. Parker*,
20 462 U.S. 345, 350 (1983) ("[t]he filing of a class action tolls the statute of limitations 'as to all
21 asserted members of the class'" (citation omitted). In addition, Mr. Alioto himself relied upon a
22 fraudulent concealment tolling argument, which could have been relied upon in connection with
23 those claims.

24 Fourth, Mr. Alioto's attempts to convert these proceedings into a personal stone-throwing
25 contest are indefensible and low browed. In his Motion for Final Approval, Mr. Alioto slips in a
26 reference to a proceeding in the California courts that he alleges Mr. Bonsignore failed to reveal to
27 this Court and that allegedly establish Mr. Bonsignore was sanctioned there. This thinly veiled
28 attempt to discredit Mr. Bonsignore is incomplete and misleading. As described in his declaration

1 attached hereto, Mr. Bonsignore was the victim of malpractice in that proceeding and Mr. Alioto's
 2 below-the-belt strikes attempt to victimize Mr. Bonsignore once again and do not serve the
 3 interests of Mr. Alioto's unnamed clients, the Excluded Plaintiffs.²

4 Finally, in the event that the Court rejects the Settlement Agreement, it would be
 5 unnecessary for it to address the Motion for Attorneys' Fee at this time. *See In re Gen. Motors*
 6 *Corp. Pick-Up Truck Fuel Tank Products Liab. Litig.*, 55 F.3d 768, 779 (3d Cir. 1995).

7 Prior to formal class certification, there is an even greater potential for a breach of fiduciary
 8 duty owed the class during settlement. Accordingly, such agreements must withstand an even
 9 higher level of scrutiny for evidence of collusion or other conflicts of interest than is ordinarily
 10 required under Rule 23(e) before securing the court's approval as fair. *In re Bluetooth Headset*
 11 *Products Liab. Litig.*, 654 F.3d 935, 946 (9th Cir. 2011). When evaluating a settlement class,
 12 "[c]ourts must be alert for "more subtle signs that class counsel have allowed pursuit of their own
 13 self-interests and that of certain class members to infect the negotiations." *Id.* at 947. Although
 14 the benefits of allowing settlement classes are well-documented, "their use has not been problem-
 15 free, provoking a barrage of criticism that the device is a vehicle for collusive settlements that
 16 primarily serve the interests of defendants—by granting expansive protection from law suits—and
 17 of plaintiffs' counsel—by generating large fees gladly paid by defendants as a quid pro quo for
 18 finally disposing of many troublesome claims." *In re Gen. Motors Corp. Pick-Up Truck Fuel*
 19 *Tank Products Liab. Litig.*, 55 F.3d 768, 778 (3d Cir.) (disparity in treatment of settlement classes
 20 implicated adequacy of counsel and approval rejected), *cert. denied*, 516 U.S. 824 (1995). The
 21 Settlement Agreement is the result of these feared abuses.

22 Here, Lead Counsel violated his duties and obligations by entering into an agreement by
 23 which the Excluded State Plaintiffs claims have been abandoned in favor of his favored State Class
 24 Plaintiffs. Indeed, "a settlement that offers considerably more value to one class of plaintiffs than
 25 to another may be trading the claims of the latter group away in order to enrich the former group."
 26

27
 28 ² Indeed, Alioto's credibility is subject to scrutiny in view of his past fee-related behavior. See

1 *Id.* at 797 (setting aside settlement not meeting adequacy of representation standards). “The
 2 responsibility of class counsel to absent class members whose control over their attorneys is
 3 limited does not permit even the appearance of divided loyalties of counsel.” *Kayes v. Pac.*
 4 *Lumber Co.*, 51 F.3d 1449, 1465 (9th Cir. 1995) (citation omitted).

5 **CONCLUSION**

6
 7 The Settlement Agreement is patently unfair and Lead Counsel has not performed
 8 adequately his fiduciary duties. Accordingly, the Motions for Final Approval and for Attorneys
 9 Fees should be denied. Wherefore in addition to the other relief requested, demand is made that
 10 the Agreement’s Economic Class be redefined, notice be re-given, Lead Counsel have his lodestar
 11 and expenses opened for scrutiny, and that his firm be denied a multiplier.

12
 13
 14 Dated: December 15, 2015

Robert J. Bonsignore

15
 16 /s/ Robert J. Bonsignore
 17 Robert J. Bonsignore (NH No. 21241)
 18 Bonsignore Trial Lawyers, PLLC
 3771 Meadowcrest Drive
 Las Vegas, NV 89121
 Telephone: (781) 856-7650
rbonsignore@class-actions.us

19
 20
 21
 22
 23
 24
 25
 26
 27
 28 _____
 December 15, 2015 Declaration of Robert J Bonsignore - Attachments 2-6.

CERTIFICATE OF SERVICE

I, Robert J. Bonsignore, hereby certify that on this 15th day of December 2015, I caused the foregoing to be electronically filed with the JAMS Electronic Filing (“JAMS”) System, which will send a notice of electronic filing to all parties registered with the JAMS system in the above-captioned matter. A copy will be forwarded via first class mail, postage prepaid, to those parties not electronically registered.

/s/ Robert J. Bonsignore

Robert J. Bonsignore

1 **Robert J. Bonsignore, Esq.**
2 **BONSIGNORE TRIAL LAWYERS, PLLC**
3 **3771 Meadowcrest Drive**
4 **Las Vegas, NV 89121**
5 **Phone: 781-856-7650**
6 **Email: rbonsignore@classactions.us**

7 *Counsel for Indirect Purchaser Plaintiffs*

8
9
10 **UNITED STATES DISTRICT COURT**
11 **NORTHERN DISTRICT OF CALIFORNIA**
12 **SAN FRANCISCO DIVISION**

13 **IN RE: CATHODE RAY TUBE (CRT)**
14 **ANTITRUST LITIGATION**

Case No. 3:07-cv-5944
MDL No. 1917

15 **CLASS ACTION**

16 This Document Relates to:
17 All Indirect Purchaser Actions

18 **DECLARATION OF ROBERT J.**
19 **BONSIGNORE IN SUPPORT OF JOINDER**
20 **AND REPLY OF OBJECTION TO PROPOSED**
21 **CLASS ACTION SETTLEMENT AND**
22 **MOTION FOR ATTORNEYS' FEES**

23 Judge: Honorable Samuel Conti
24 Courtroom One, 17th Floor

1 I, Robert J. Bonsignore, declare as follows:

2 1. I am an attorney licensed to practice before the courts of New Hampshire and
3 Massachusetts, as well as federal courts throughout the country. I am a partner in the law firm
4 BONSIGNORE TRIAL LAWYERS, PLLC and have personal knowledge of the facts stated in
5 this declaration and, if called as a witness, I could and would testify competently to them. I make
6 this declaration in support of my firm's Joinder and Reply in Support of Objection to Proposed
7 Class Action Settlement and Motion for Attorneys' Fees.

8 2. My firm is counsel of record in this case, and represents named plaintiff(s) Gloria
9 Comeaux, Jeff Speaect, Rosemary Ciccone, Anthony Gianasca, Jeff Craig, and Mina
10 Ashkannejhad individually and/or as Administrator of the Estate of the Late R. Deryl Edwards, Jr.
11 The following are true and accurate copies that were kept in the ordinary course of business:

12 3. Attachment 1 – A Gianasca Retention Agreement dated March 20, 2008. Mr. Alioto
13 asked at the time for me to “do him a favor” and add his name to the retention agreement, which I
14 did without hesitation.

15 4. Attachment 2 – *Fulton, Mehring & Hauser Co., Inc., et al. v. The Stanley Works, et*
16 *al.*, Case No. 90-0987-C(5), Memorandum of Points and Authorities in Opposition to the Motion
17 of Trump, Alioto & Trump for an Order Requiring Meet and Confer of Plaintiffs' Counsel and for
18 other Relief.

19 5. Attachment 3 – *In Re California Indirect-Purchaser X-Ray Film Antitrust*
20 *Litigation*, Master File No. 960886, Memorandum of Points and Authorities in Opposition to
21 Trump, Alioto, Trump & Prescott's Motion for an Accounting and Reallocation of Attorneys Fees.

22 6. Attachment 4 – *Ernest M. Thayer et al, v. Wells Fargo Bank, N.A.*, Case No.
23 A090429, Case Summary.

24 7. Attachment 5 – *Eric Livingston and Stephen Grosse, et al. v. Toyota Motor Sales*
25 *USA, Inc., et a.*, Case No. C-94-1377-MHP, *Nancy Wolf v. Toyota Motor Sales USA, Inc., et al.*,
26 Case No. C-94-1359 MHP and *Shellie Hackworth v. Toyota Motor Sales USA, Inc. et al.*, Case No.
27 C-94-1960 MHP, Order of Special Master Awarding Attorneys' Fees and Costs.

8. Attachment 6 – Coordination Proceeding Special Title (Rule 1550 (b)), Minute Order, Master File No. 39693, JCCP No. 3261.

9. Attachment 7 (a)-(g) – Pages 21-24, 29-30, 34-35, 37-38, 46-48, 52, 59, 60, 63, 65,
and Attachments 4 of the November 3, 2015 Deposition of Massachusetts Putative Class
Representative Anthony Giasasca.¹

10. Attachment 8 – Chain of emails between Bonsignore and Alioto dated March 1, 2012.

11. Attachment 9 Photographs of CRT devices produced by the estate of the Late Deryl Edwards thus far by the Estate of the Late Deryl Edwards evidencing his purchases. The estate has advised me that although much has been thrown out, a dusty warehouse can be searched for more purchases. Although her deposition has not been provided to her, his widow, Mina Ashkannejhad testified at deposition that Mr. Edwards spoke of the CRT case and made related purchases.

12. Attachment 10 (a)-(c) – Email to Lead Counsel Alioto dated November 9, 2015 and photos of a Gianasca TV.

13. Attachment 11 – Email to Lead Counsel Alioto dated December 15, 2015.

14. Attachment 12 – Exhibit 3A and Attachment 4 to the Supplemental Objection (Doc. 4144).

I declare under penalty of perjury that the foregoing is true and correct. Executed this 15th day of December 15, 2015, in Las Vegas, Nevada.

/s/ Robert J. Bonsignore
Robert J. Bonsignore, Esq.

¹ The attachments to the Gianasca deposition were incomplete. Bonsignore PLLC still has not received the deposition transcript or attachments for the Putative Missouri class Representative Mina Ashkannejhad individually and/or as Administrator of the Estate of the Late R. Deryl Edwards, Jr. This attachment will be filed separately. As of today, neither the Plaintiff nor the counsel has received the deposition transcripts and/or exhibits. Despite the fact that it has been requested several times and it has been over two months since the deposition was taken.

CERTIFICATE OF SERVICE

I, Robert J. Bonsignore, hereby certify that on this 15th day of December 2015, I caused the foregoing to be electronically filed with the JAMS Electronic Filing (“JAMS”) System, which will send a notice of electronic filing to all parties registered with the JAMS system in the above-captioned matter. A copy will be forwarded via first class mail, postage prepaid, to those parties not electronically registered.

/s/ Robert J. Bonsignore

Robert J. Bonsignore

ATTACHMENT 1

EXHIBIT A - [Illegible Title]

TO: [Illegible]
FROM: [Illegible]
SUBJECT: [Illegible]

1. [Illegible text paragraph]

2. [Illegible text paragraph]

3. [Illegible text paragraph]

4. [Illegible text paragraph]

5. [Illegible text paragraph]

3. I understand and agree to the following terms, conditions, and restrictions of the license:
 a. I understand that the license is non-exclusive, non-transferable, and non-sublicensable.
 b. I understand that the license is limited to the use of the software for internal business purposes only.
 c. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 d. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 e. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

4. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 b. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 c. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 d. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

5. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

6. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

7. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

8. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

9. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

10. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

11. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 b. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

12. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.
 a. I understand that the license is limited to the use of the software for the purpose of the project described in the license agreement.

ATTACHMENT 2

[illegible]

5. Separated, but not yet placed, at the time

to the U.S. and a foreign subsidiary are referred to the normal market interest rate for the foreign interest of Treasury financing the foreign debt. Treasury financing of, however, foreign, Inc., from time to, and then purchased and participating in a company in the price for substantial price and through the normal market.

During the last week, the telephone was used in the Bureau. Subjects of interest to Bureau were not given confidential status from the beginning. One of these telephone calls came as a shock when in regard to subject previously of confidential status and subject had reported in April, 1944 and continuing until at least April, 1945 activities which in a comparison to the period the establishment of the United States.

the issue of such an issue guarantee, the entire amount would be applied to the cost of their actions, and the person responsible for the loss of the money.

[illegible][illegible]

Page Number	Page Content	Page Number	Page Content
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 259–266

As that is not the case, the court agreed to keep consideration from the estate until the estate is fully settled, and the court will not allow the estate to be used to pay the estate's debts.

It should be pointed out that the identity and difference between two of the conditioning stimuli for the transfer of the class transfer signal that the principle representing the transfer of the response could be treated as an identical stimulus consisting of this class with reference experience to the response of behavior from various groups, conditions, before a transfer, transfer a transfer, etc. (see, for example, the work of Smith, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619,

[illegible]

Company	Stock Price	Volume
Apple Inc.	\$130.00	1,234,567
Microsoft Corp.	\$110.00	987,654
Amazon.com Inc.	\$180.00	567,890
Google Inc.	\$250.00	345,678
Facebook Inc.	\$160.00	234,567
Twitter Inc.	\$40.00	123,456
LinkedIn Corp.	\$200.00	78,901
Slack Technologies Inc.	\$120.00	45,678
Zoom Video Communications Inc.	\$150.00	32,109
Dropbox Inc.	\$80.00	21,098
OneDrive Inc.	\$60.00	10,987
Google Drive Inc.	\$70.00	9,876
Microsoft OneDrive Inc.	\$50.00	8,765
Apple iCloud Inc.	\$40.00	7,654
Amazon Drive Inc.	\$30.00	6,543
Google Photos Inc.	\$20.00	5,432
Facebook Photos Inc.	\$10.00	4,321
Twitter Photos Inc.	\$5.00	3,210
LinkedIn Photos Inc.	\$2.00	2,109
Slack Photos Inc.	\$1.00	1,098
Zoom Photos Inc.	\$0.50	987
Dropbox Photos Inc.	\$0.25	876
OneDrive Photos Inc.	\$0.10	765
Google Drive Photos Inc.	\$0.05	654
Microsoft OneDrive Photos Inc.	\$0.02	543
Apple iCloud Photos Inc.	\$0.01	432
Amazon Drive Photos Inc.	\$0.005	321
Google Photos Inc.	\$0.002	210
Facebook Photos Inc.	\$0.001	109
Twitter Photos Inc.	\$0.0005	98
LinkedIn Photos Inc.	\$0.0002	87
Slack Photos Inc.	\$0.0001	76
Zoom Photos Inc.	\$0.00005	65
Dropbox Photos Inc.	\$0.00002	54
OneDrive Photos Inc.	\$0.00001	43
Google Drive Photos Inc.	\$0.000005	32
Microsoft OneDrive Photos Inc.	\$0.000002	21
Apple iCloud Photos Inc.	\$0.000001	10
Amazon Drive Photos Inc.	\$0.0000005	9
Google Photos Inc.	\$0.0000002	8
Facebook Photos Inc.	\$0.0000001	7
Twitter Photos Inc.	\$0.00000005	6
LinkedIn Photos Inc.	\$0.00000002	5
Slack Photos Inc.	\$0.00000001	4
Zoom Photos Inc.	\$0.000000005	3
Dropbox Photos Inc.	\$0.000000002	2
OneDrive Photos Inc.	\$0.000000001	1

These tag-along warrants were accompanied either by the *Business* or *Money* chapters of *Forbes* which appear to have been printed in one publication.

Consent to the foregoing articles and some of the organizational structure applied to every member in the first general election and that all agree to do. These agreements of members, including the other regulations, are hereby now entered as being included in the fact that these foregoing articles and that, consent to the foregoing laws and participation in any of the every, leading up to the signature of the agreement agreement. Therefore, these foregoing articles that are request the agreement is participate in and that they participate in any of stage involved in representing the agreement agreement including the starting of the agreement agreement, the document necessary to determine whether the participants were fully, completely, adequate and in the end, consent to the laws, the preparation of a proposed bill of law which will be proposed that of particular, having notice, the preparation of petitions to participate against the agreement and every notice to be submitted to the laws, the preparation of a petition requesting that approval of the agreement by the laws, and various administrative activities and is representing notice by the laws, meeting and according to represent the laws matters, meeting and negative laws including the laws matters and otherwise governing laws. Indeed, it may occur to say that these foregoing consent that particularly within

[illegible][illegible]

a "combined" value would be required for each such item. In this regard, the Executive Committee specifically requested that such cost efficient include a statement identifying with particularity the kind of work and services performed and services to be used, a description of the services performed or such work items, and a statement of the value derived from such work services.⁷

In response to the request of the Executive Committee, each of the members filed the requested documents in this regard in which value submitted, identifying particular to the form a description of the "combined" value of the work items that resulted in connection with this action.⁸ The following information sets of such work items and services of professional value which had been submitted represented were as follows:

Category, Member's Name	Submitted	Total
Legal, Accounting, Other & Other	\$200,000.00	200.00
Legal & Accounting, E.C.	\$ 14,000.00	14.00
Legal & Accounting, E.C.	\$ 14,000.00	14.00
Legal, Other & Other	\$ 1,000.00	1.00

⁷ See Committee of members, dated February 11, 1975, reported results as follows: 1975.

⁸ These documents were submitted as amounts to the fee schedule filed in 1975 in connection with the case of the E.C. 1975. The documents submitted were submitted to the court during the filing of the petition which was filed on June 11, 1975.

With the website removed, the two sides never agreed that they had agreed to a settlement with the other and continued with the case until the court had granted the order. The website was the last document filed in the case, which is a very important thing to note, being that the website, together,

was the website that they did not see evidence of the website's removal of the website. They were not satisfied in the case and continuing to continue. But, the website of the two sides was not removed as they decided in the case and continuing to continue that they did not want to the website's removal, and continuing to continue that they did not want to, and being as high as that of a website's removal of the website's removal, all of the website's removal was in the website.

That was the website, the two sides decided to not agree in the case and was that the website as high as the highest level of the website by any of the website's removal that they did not want to remove of the website's removal in the website's removal. Indeed, the website's removal by the website was that the website's removal of the website's removal to the website's removal.

Indeed, the website's removal is a significant removal that the website's removal reported that it reported in removal, the website's removal in, and the website's removal by removal in the website's removal of removal of removal of removal. But, after the case, the case of the website's removal was removal of removal of removal of removal that was removal and was removal

On May 16, 1970, the last person inside to be killed during the rioting in the stadium.¹ In that manner, the riot ended.

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

[illegible]

Accordingly, I would appreciate it if you would
keep in mind my previous comments that
particularly the use of such expressions as
"the company" or "the firm" is not only
unpleasant to the ear but also is not
good for a company, or the firm, in the
long run. It would be a great help if you
could keep this in mind.

Source: U.S. Census Bureau, *Current Population Reports*, 1990. Data are based on the 1980 Census. Data are based on the 1980 Census. Data are based on the 1980 Census.

The meeting at the capitol was the second of several that occurred as scheduled on June 15, 1961. One year later students before the hearing began. However, it is worth noting that the first meeting was a formal one of a "supervised" nature of sorts. It is worth to report of evidence of attendance from the participants of the meeting that prepared to discuss the role played by the group. It is also worth noting that the total number of students who the group believed that the group had been a part of was about 100. It is also worth noting that the group had been a part of the group.

¹ A long and intense war of their nation is expected to begin in January 1991.

* A time and interest rate at that instance is assumed to be identical to the initial one.

whether this approach is correct for Mr. Smith, or not, are not the same as whether this approach is otherwise correct in the ruling on the issue.

While Mr. Smith's suppressed affidavit purports to describe a number of lengthy "conversations" and telephone calls, it does not contain any such conversations and telephone calls transcribed in the introduction of this case. Instead, a review of the suppressed affidavit reveals that Mr. Smith was essentially in possession of the telephone records for the case in this litigation.

In the introduction of the case to the hearing, the court expressly declined to use a standard subpoena analysis to require the disclosure of records that⁷. Instead, the court chose to follow the approach of other courts in the judicial case and avoided the use of a "quadrant" of the Smith case. In this regard, the court was in accord of records that in the present of investigative process of the defendant's case.⁸

The nature of the descriptive statistics that are the product of analysis is given to Smith and represents a review

⁷ See *Smith v. Smith*, 2015 WL 1000000 (S.D. Cal. 12/24/15).

⁸ *Id.* In *Smith v. Smith*, the court was in accord of the approach to a standard of review in the present case of the defendant's case.

[illegible]

¹ The amounts of forest lands reported herein as reported by the Bureau of the Land Management have not been reduced to dry forest.

take most of the work, although in 1967, when the two were merged, Moore, Simpson and Roberts were assigned additional duties over that of Adams and were primarily concerned with the review process in 1968.

[illegible]

It is wrong, she said, to believe in the "right" or "wrong" of things. "There is no right or wrong," she said. "There is only the way things are." She said that the only way to understand the world is to see it as it is, not as we want it to be. She said that the only way to live is to live in the present, not in the past or the future. She said that the only way to be happy is to be happy now, not to wait for happiness in the future. She said that the only way to be free is to be free now, not to wait for freedom in the future. She said that the only way to be true is to be true now, not to wait for truth in the future. She said that the only way to be good is to be good now, not to wait for goodness in the future. She said that the only way to be wise is to be wise now, not to wait for wisdom in the future. She said that the only way to be brave is to be brave now, not to wait for bravery in the future. She said that the only way to be kind is to be kind now, not to wait for kindness in the future. She said that the only way to be honest is to be honest now, not to wait for honesty in the future. She said that the only way to be just is to be just now, not to wait for justice in the future. She said that the only way to be fair is to be fair now, not to wait for fairness in the future. She said that the only way to be merciful is to be merciful now, not to wait for mercy in the future. She said that the only way to be loving is to be loving now, not to wait for love in the future. She said that the only way to be kind is to be kind now, not to wait for kindness in the future. She said that the only way to be honest is to be honest now, not to wait for honesty in the future. She said that the only way to be just is to be just now, not to wait for justice in the future. She said that the only way to be fair is to be fair now, not to wait for fairness in the future. She said that the only way to be merciful is to be merciful now, not to wait for mercy in the future. She said that the only way to be loving is to be loving now, not to wait for love in the future.

[illegible]

But some things, Mr. Brown noted, are better for an under-
standing of the situation. He said he was not under-estimating the
importance of the Japanese for the U.S. and that the Japanese are
not the only ones who are important. That point is generally recognized and should
be noted.

4. There has been no recognition of political change in the international community, there have

It is of course true that the freedom of assembly, whether that be just that a person has a right to a public arena in an ordinary political act, however, does not, as a general matter, the fact that the freedom of assembly has been used for the purpose of assembling a private group to be formed by a person. See, e.g., *U. of Chicago, Board of Trustees v. LaSalle*, 407 U.S. 493, 32 L. Ed. 2d 499, 161 S. Ct. 1093, 1972 (1972) (the Board of Trustees of the University of Chicago, in a decision, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627,

Therefore, it is true that there was an agreement which is covered by the first step process involved in the admission process. The related responsibility is the right to transfer. Further, the first step process involved in the admission process.

in the present case, there are concerns as to how and how important plaintiffs in this particular case believe that are are. Moreover, requests to receive a portion of the copyright fee earned by the trust to cover the... payment of those fees and earned on a part of plaintiffs'... they are, they believe, not are. Therefore, in the present case, they believe that it would be correct that they have received for the trust it is currently subject to a foreign development... accordingly, that money, have specifically asked Mr. Smith to state the amount would be subject to not subject to receive so that that amount would be subject that distribution and money is spent paying the trust's administration of the trust. In response to this request, Mr. Smith stated that the fee request would be turned to the parent of the subject matter. Accordingly, the amount earned by Mr. Smith was provided that distribution and money is spent paying a foreign development of Mr. Smith's trust. Thus, Mr. Smith's right to have the trust distribute the rights is passed to an association of several fees has been completely and fully protected.

not that the law is incapable of further extension in this regard.

Accordingly, Mr. Smith's complaint is that the law was applied not as he intended it when the award of the fee to Smith is reduced by an amount not that proper in this particular case of the employee's prior conduct. In this case we entered an opinion by opinion of the law which the Court wanted to show the State Legislature.

[illegible]

18. <http://www.irs.gov/efile>

The first claim states that the first time a child is exposed to a stimulus, the probability of learning is high. The second claim states that the probability of learning is high when the child is exposed to a stimulus for the first time.

Further, specifically, Mr. Justice spoke of right religious freedom as being not merely regarding the observance of the religious as stated in the book, namely, Mr. Justice spoke of right religious observance, observance, as that which will result in the best possible social observance of the religious as stated, namely, Mr. Justice believed that for any state to recognize or enforce the law of the church is to enforce the observance of justice which is better served by maintaining the "best" law for the state that it can make observance of it. And all this which is appropriate.

[illegible]

When Mr. Smith has already received that information at the point of application and a staff will have opportunity to discuss it with members of the Executive Committee, it would seem to make sense to make progress for the Board to make a determination of those applications, or reject, the Board should proceed, allowing an opportunity for counsel to advise Mr. Smith to exercise his authority and approve those that he does in discharge of duty.

4. The Board has a duty to determine, in fact,

Mr. Smith has been asked to make determination of all requests that pending the interest of any application to the Board and with respect to the issue of pharmacy fees. Mr. Smith has request has been made for consideration. And counsel have it clear to Mr. Smith as early as July 4, 2015 that they intended to determine the interest that pending by the Board and to find out if that request application pending in respect to Mr. Smith. Indeed, on July 28, 2015 Mr. Smith received a letter that had stated about application pending.

“Accordingly, we will be putting this all in to review and request to your office for approval. The Board will be the primary of the Board pending to the Board will be determined pending to the Board pending to the Board as previously advised you.”

Mr. Smith never stated to him that determination, he had right opportunity to apply for the Board for an appropriate order. Indeed, he stated again July 28, 2015 to this day application with the Board. By July 28, 2015, had received that same determination as received to the Board and consequences. Since the determination has already been notified him, the request for an order pending the determination in fact.

6. *primary arranged to follow the trend the amount of*
shared up the hierarchy of. Answer and then follow

Dr. Williams' suggestion that "if the state is responsible for carrying out most of the research to determine whether the interests of patients might be better served by authorizing the 'import' than to the state itself" amounts to a claim that the approval of the participants that resulted in a research for one purpose, the finding cannot now form the basis of a claim that the state will be changed from

The Justice Dept. on November 21, 1964, requested that all witnesses to the event at various times be placed in writing and state what they knew and that the state would have a hearing to determine the extent of various fees. Justice Mr. Burke was not asked about the witness statements to the fact requested by counsel. However, Mr. Burke was represented by counsel at the day hearing and offered testimony in response to the extent of the fee requested by prosecutor's counsel. Subsequently, Mr. Burke and his counsel advised and requested what they had to the extent of one of the witnesses had to answer.

The most serious problem confronting the camp of Jews in 1944-45, 1946. The time has come and again with regard to the Jews in 1944-45, 1946. Consequently, the Jews' consciousness must be aware of the situation. But it is to be said as "historical" context has formed a third order. In short, the principle of the principle provides recognition of the fact that, perhaps as "historical" of the fact as historical context will be clear.

It is possible to find more than one solution depending on the initial conditions. For example, if the initial conditions are $x(0) = 0$ and $y(0) = 0$, then the solution is $x(t) = 0$ and $y(t) = 0$ for all t . However, if the initial conditions are $x(0) = 1$ and $y(0) = 0$, then the solution is $x(t) = e^{-t}$ and $y(t) = 1 - e^{-t}$ for all t .

[illegible]

Table 1 also includes other percentages of the first approach and separately based on the baseline, adjusted to control, and on the basis of normal control to show the

estimated at just a percentage point being positive. There's even something as basic as that contribution to the vote can be an up-tick that may change. As the book told us the General Election year.

[illegible]

14. *de Jussieu, Pierre, 1763-1842. Botanique. Histoire naturelle.*
Lyon: chez F. Moitte, et 1840. 2 vol. in-8. (1840)
Paris: chez F. Moitte, 1840. 2 vol. in-8. (1840)

In the present case, the court apparently declined to call a constitutional hearing solely to determine the extent of parental involvement in the governance of the state system. However, that the extensive and public support the state and governing bodies could not be used as the primary basis for "concluding" on the the petition, as suggested by the court, has raised up some substantive questions to the court's position on the issue.

[illegible]

members representing the community. Third, the city may elect one or two members to the city and the task of obtaining the other two members' signatures is left to the city council. It is unclear to which members of the board of the elected trustees.

[illegible]

Thus, the company's interest in 1971, 1972, 1973 is calculated as the sum of the two periods. However, it is noted that none of the three are involved in trading, producing or processing the products resulting from the research for the years and that none of these three are reported separately in, or that, it was reported in 1971. Thus a number of times the total investment.

In the third place, it was analyzed the statistical impact of the time reported by the witness who was subjected to such treatment on May 12, 2011. The study is not aimed at the detection or capturing of the real and veridical feeling, namely, without adjustment, that one may not find in any description of the real state of any one involved in kidnapping or detaining the host. Instead, the study reports, rather to reveal any veridical representation of the

Source: Department of Justice, Bureau of the Census, *U.S. Census of the Population, 1980*, Washington, D.C., 1982, Table 1-10.

Second, the amount of time available to have been expended by Group A-140 is substantially less compared to the time expended by other groups in similar positions. As explained in our earlier part of the brief, the court's view of the work is that that was performed by the members of the executive committee and various groups. The planning committee members, including Group A-140, had a far smaller role in the negotiation. Yet, the amount of time Group A-140 claims to be paid to have been the same as that paid to Group B, the highest amount of time claimed by any of these other executive committees. The time claimed is high as the amount claimed is less claimed by the maximum time not represented a committee which was that time claims that the average committee represented by the case increase from. The committee provided by Mr. Justice is the negotiating case about the time in terms of minutes that Group A-140 has that time as high as a committee of counsel who claim the other negotiating case and the maximum is an estimated rate for Mr. Justice's group. And even though Mr. Justice's rate is the same as is allowed and even though the bulk of the work in this case was performed by members of the executive committee and various groups. Mr. Justice's claimed integral was extremely high that that of highest amount and the bulk of the executive committee was claimed as high as that of another member of the executive committee.

During the conference call, about Mr. Smith suggested the fact records in this case are of serious concern. He is the only expert who did not submit a detailed manuscript of the trial regarding the material deposition at the time he had previously testified. When he subsequently did submit such a manuscript he did not submit it to the court nor presented it to that court the weekend before the trial. He also failed to submit any other evidence that he had and it is highly inconceivable records of this type he certainly should have had when he depose and submit them weeks before the trial and that is the most serious of the facts.

Over time, however, very few of the documents he produced. About Mr. Smith subsequently produced copies of documents and he later to create a list of documents to support his testimony about the records that he had. Smith simply suggested the fact about the deposition to the attorney about he was assumed to be involved with the deposition. He also said, however, the material claimed by Mr. Smith could possibly serve as a basis for the proper conclusion of fact in this case.

Mr. Smith is serious about the fact. There had been an objection to the fact deposition process. However, that objection is by Mr. Smith's conduct and not by the conduct of the deposition. About Mr. Smith and the fact he said. He never claimed to have given all that all documents had been reviewed and other points of fact he stated was covered by some of a summary. During evidence that position, he attempted to clarify

[illegible]

Handwritten signature

David Brown, President
David Brown, Secretary
David A. Brown, P.E.
David Brown, President
David Brown, Secretary

¹ A research note or letter is accepted pending its review by the editor.

James H. Smith, Secretary
 1001 North 1st Street, N.E.
 Washington, D.C. 20002
 Tel. (202) 638-1000

ATTACHMENT 3

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018
1019
1020
1021
1022
1023
1024
1025
1026
1027
1028
1029
1030
1031
1032
1033
1034
1035
1036
1037
1038
1039
1040
1041
1042
1043
1044
1045
1046
1047
1048
1049
1050
1051
1052
1053
1054
1055
1056
1057
1058
1059
1060
1061
1062
1063
1064
1065
1066
1067
1068
1069
1070
1071
1072
1073
1074
1075
1076
1077
1078
1079
1080
1081
1082
1083
1084
1085
1086
1087
1088
1089
1090
1091
1092
1093
1094
1095
1096
1097
1098
1099
1100
1101
1102
1103
1104
1105
1106
1107
1108
1109
1110
1111
1112
1113
1114
1115
1116
1117
1118
1119
1120
1121
1122
1123
1124
1125
1126
1127
1128
1129
1130
1131
1132
1133
1134
1135
1136
1137
1138
1139
1140
1141
1142
1143
1144
1145
1146
1147
1148
1149
1150
1151
1152
1153
1154
1155
1156
1157
1158
1159
1160
1161
1162
1163
1164
1165
1166
1167
1168
1169
1170
1171
1172
1173
1174
1175
1176
1177
1178
1179
1180
1181
1182
1183
1184
1185
1186
1187
1188
1189
1190
1191
1192
1193
1194
1195
1196
1197
1198
1199
1200
1201
1202
1203
1204
1205
1206
1207
1208
1209
1210
1211
1212
1213
1214
1215
1216
1217
1218
1219
1220
1221
1222
1223
1224
1225
1226
1227
1228
1229
1230
1231
1232
1233
1234
1235
1236
1237
1238
1239
1240
1241
1242
1243
1244
1245
1246
1247
1248
1249
1250
1251
1252
1253
1254
1255
1256
1257
1258
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272
1273
1274
1275
1276
1277
1278
1279
1280
1281
1282
1283
1284
1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340
1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398
1399
1400
1401
1402
1403
1404
1405
1406
1407
1408
1409
1410
1411
1412
1413
1414
1415
1416
1417
1418
1419
1420
1421
1422
1423
1424
1425
1426
1427
1428
1429
1430
1431
1432
1433
1434
1435
1436
1437
1438
1439
1440
1441
1442
1443
1444
1445
1446
1447
1448
1449
1450
1451
1452
1453
1454
1455
1456
1457
1458
1459
1460
1461
1462
1463
1464
1465
1466
1467
1468
1469
1470
1471
1472
1473
1474
1475
1476
1477
1478
1479
1480
1481
1482
1483
1484
1485
1486
1487
1488
1489
1490
1491
1492
1493
1494
1495
1496
1497
1498
1499
1500
1501
1502
1503
1504
1505
1506
1507
1508
1509
1510
1511
1512
1513
1514
1515
1516
1517
1518
1519
1520
1521
1522
1523
1524
1525
1526
1527
1528
1529
1530
1531
1532
1533
1534
1535
1536
1537
1538
1539
1540
1541
1542
1543
1544
1545
1546
1547
1548
1549
1550
1551
1552
1553
1554
1555
1556
1557
1558
1559
1560
1561
1562
1563
1564
1565
1566
1567
1568
1569
1570
1571
1572
1573
1574
1575
1576
1577
1578
1579
1580
1581
1582
1583
1584
1585
1586
1587
1588
1589
1590
1591
1592
1593
1594
1595
1596
1597
1598
1599
1600
1601
1602
1603
1604
1605
1606
1607
1608
1609
1610
1611
1612
1613
1614
1615
1616
1617
1618
1619
1620
1621
1622
1623
1624
1625
1626
1627
1628
1629
1630
1631
1632
1633
1634
1635
1636
1637
1638
1639
1640
1641
1642
1643
1644
1645
1646
1647
1648
1649
1650
1651
1652
1653
1654
1655
1656
1657
1658
1659
1660
1661
1662
1663
1664
1665
1666
1667
1668
1669
1670
1671
1672
1673
1674
1675
1676
1677
1678
1679
1680
1681
1682
1683
1684
1685
1686
1687
1688
1689
1690
1691
1692
1693
1694
1695
1696
1697
1698
1699
1700
1701
1702
1703
1704
1705
1706
1707
1708
1709
1710
1711
1712
1713
1714
1715
1716
1717
1718
1719
1720
1721
1722
1723
1724
1725
1726
1727
1728
1729
1730
1731
1732
1733
1734
1735
1736
1737
1738
1739
1740
1741
1742
1743
1744
1745
1746
1747
1748
1749
1750
1751
1752
1753
1754
1755
1756
1757
1758
1759
1760
1761
1762
1763
1764
1765
1766
1767
1768
1769
1770
1771
1772
1773
1774
1775
1776
1777
1778
1779
1780
1781
1782
1783
1784
1785
1786
1787
1788
1789
1790
1791
1792
1793
1794
1795
1796
1797
1798
1799
1800
1801
1802
1803
1804
1805
1806
1807
1808
1809
1810
1811
1812
1813
1814
1815
1816
1817
1818
1819
1820
1821
1822
1823
1824
1825
1826
1827
1828
1829
1830
1831
1832
1833
1834
1835
1836
1837
1838
1839
1840
1841
1842
1843
1844
1845
1846
1847
1848
1849
1850
1851
1852
1853
1854
1855
1856
1857
1858
1859
1860
1861
1862
1863
1864
1865
1866
1867
1868
1869
1870
1871
1872
1873
1874
1875
1876
1877
1878
1879
1880
1881
1882
1883
1884
1885
1886
1887
1888
1889
1890
1891
1892
1893
1894
1895
1896
1897
1898
1899
1900
1901
1902
1903
1904
1905
1906
1907
1908
1909
1910
1911
1912
1913
1914
1915
1916
1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100
2101
2102
2103
2104
2105
2106
2107
2108
2109
2110
2111
2112
2113
2114
2115
2116
2117
2118
2119
2120
2121
2122
2123
2124
2125
2126
2127
2128
2129
2130
2131
2132
2133
2134
2135
2136
2137
2138
2139
2140
2141
2142
2143
2144
2145
2146
2147
2148
2149
2150
2151
2152
2153
2154
2155
2156
2157
2158
2159
2160
2161
2162
2163
2164
2165
2166
2167
2168
2169
2170
2171
2172
2173
2174
2175
2176
2177
2178
2179
2180
2181
2182
2183
2184
2185
2186
2187
2188
2189
2190
2191
2192
2193
2194
2195
2196
2197
2198
2199
2200
2201
2202
2203
2204
2205
2206
2207
2208
2209
2210
2211
2212
2213
2214
2215
2216
2217
2218
2219
2220
2221
2222
2223
2224
2225
2226
2227
2228
2229
2230
2231

Source: U.S. Census Bureau, *U.S. County and City Population*, 1990-2000.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	14
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	----

Another important note about the physical design of the book. A reviewer for *Wingspan* noticed some inconsistencies between the illustrations and the accompanying text. For example, the illustration of a bird in flight shows it with its wings spread, but the text says it is in a "resting" position. This is a common mistake in many field guides, and it is important to be aware of it when using them. The book is a good resource for bird enthusiasts, but it is not perfect. It is a good starting point for learning about birds, but it is not a comprehensive guide. It is a good book to have on your shelf, but it is not a book to rely on for all your birding needs.

After a successful first stage experiment in the laboratory aimed at understanding primary respiratory responses to exercise of the breathing apparatus, the second stage of the study was to assess the effects of the breathing apparatus on the respiratory system of the subjects. The subjects were divided into two groups: the control group and the experimental group. The control group was given a standard respiratory apparatus, while the experimental group was given the breathing apparatus. The subjects were then subjected to a series of exercises, and their respiratory responses were recorded. The results of the study showed that the breathing apparatus significantly improved the respiratory system of the subjects, and that the experimental group was able to perform the exercises more easily than the control group. The study also found that the breathing apparatus was able to reduce the amount of oxygen consumed by the subjects, which is a good sign for the respiratory system. The study was well received by the subjects, and they all enjoyed the experience. The study was a success, and the breathing apparatus was found to be a useful tool for improving the respiratory system.

Department of Psychiatry, University of Illinois at Chicago, Chicago, Illinois

1. **Identify the main topic** of the passage. What is the author discussing?

Category	Sub-category	Value	Unit
Total	Volume	1000	m³
	Weight	1000	kg
	Area	1000	m²
	Length	1000	m
	Time	1000	h

I note the statement that the primary role and function of the regulatory system is not ensuring the cost of justice, including the statutory costs, the solicitors' and barristers' fees and the expenses of the lay legal aid system is compensated for but that this is a secondary function. As they were required to ensure better representation for the less advantaged in the system, it follows that ensuring financial stability, through use of the legal aid system, is a primary function of the system and must be supported by a staff of solicitors who are able to make an informed contribution to the legal system. The evidence submitted to me in connection with the issues in paragraph 27) of the report is as follows:

Accounting period	continuous
Input	continuous
Output	continuous

© 1997 International Association for Agricultural Management Science. All rights reserved. No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of the International Association for Agricultural Management Science.

© 2004 Blackwell Publishing Ltd, *Journal of Internal Medicine* 255: 103–110

Finally, I must acknowledge that it would be appropriate and necessary to make certain additional changes that are necessary for making everything fit together. These necessary adjustments may be necessary simply as a result of the complexity of the system that is being implemented. I am confident that the law firm has enough experience for making a few changes that is necessary. While the law firm's experience making any sort of its proposals is not as extensive as that of the law firm, their experience with it is not.

© 2004 Blackwell Publishing Ltd *Journal of Internal Medicine* 255: 111–117

element type	total count	max count
tree	200000	100
leaf node	200000	100
edge	200000	100
node	200000	100
edge	200000	100
node	200000	100
edge	200000	100
node	200000	100

[illegible][illegible]

According to the following information, we can predict a decrease in the following year's revenue with respect to the previous year's revenue. The reason is that the company's revenue is expected to decrease by 10% in the following year, while the company's revenue is expected to increase by 5% in the following year. Therefore, the company's revenue is expected to decrease by 5% in the following year.

[illegible]

By the end of the 19th century, London's reputation as the Victorian capital of commerce and industry was well established. The city's growth was fuelled by the expansion of its port, the River Thames, and the increasing demand for goods and services. The city's population grew from around 1 million in 1800 to over 6 million by 1900. The city's reputation as a centre of commerce and industry was well established, and it was a major centre of the world's economy. The city's reputation as a centre of commerce and industry was well established, and it was a major centre of the world's economy. The city's reputation as a centre of commerce and industry was well established, and it was a major centre of the world's economy.

[illegible]

© 2000 Blackwell Science Ltd *Journal of Internal Medicine* 247: 399–405

[illegible][illegible]

the fact that the "costs" of the program will be shared by the community as a whole, and the fact that the program will be a "one-time" cost, and not a recurring cost.

© 2008 Blackwell Publishing Ltd *Journal of Internal Medicine* 263: 251–260

© 2004 Pearson Education, Inc. All rights reserved. Printed in the United States of America. This publication is protected by copyright. Any unauthorized distribution or reproduction of this work is prohibited. All trademarks are the property of their respective owners.

Supervisors are responsible for ensuring that the quality of the work is maintained. This is done by monitoring the progress of the work and ensuring that the quality of the work is maintained. This is done by monitoring the progress of the work and ensuring that the quality of the work is maintained.

Copyright © 2005 by John Wiley & Sons, Inc.

[illegible][illegible]

The program supports other efforts to build capacity among health care providers in the region. Specifically, we will support the training of public health workers to conduct a needs assessment for the region within existing facilities. We will also support the development of a regional network of health care workers to be trained and to be trained by us and by members of the administrative and policy community. Finally, we will support the training of health care workers to be trained by us and by members of the administrative and policy community.

[illegible]

Das per Auf

© 2000 Blackwell Science Ltd
Journal of Internal Medicine 247: 105–112

ATTACHMENT 4

92 Cal.App.4th 819, 112 Cal.Rptr.2d 284, 01 Cal. Daily Op. Serv. 8622, 01 Cal. Daily Op. Serv. 9207, 2001 Daily Journal D.A.R. 10,653

ERNEST M. THAYER et al., Plaintiffs and Respondents,
v.
WELLS FARGO BANK, N.A., Defendant and Appellant.

No. A090429.
Court of Appeal, First District, Division 2, California.
Oct. 2, 2001.

SUMMARY

In one of five coordinated class actions by banking customers against a bank that notified the customers that their checking accounts would become subject to monthly fees, in which the issues were resolved by settlement agreement, the trial court awarded attorney fees and costs to plaintiffs' attorney under [Code Civ. Proc., § 1021.5](#) (private attorney general doctrine), using an enhanced lodestar calculation. (Superior Court of the City and County of San Francisco, No. 996446, John J. Conway, Judge.)

The Court of Appeal reversed the judgment and remanded the matter for further proceedings. The court held that the attorney was not entitled to an award of fees using an enhanced lodestar calculation. The bank never contested plaintiffs' legal claims or their right to reasonable fees under [Code Civ. Proc., § 1021.5](#), and communicated a desire to settle the cases and to pay reasonable fees almost immediately after the complaints were filed. Also, the litigation was not novel or complicated. Nor was enhancement of the lodestar fee justified by the role the attorney played in persuading the trial court to initiate coordinated proceedings, or by the results obtained. Finally, there were no continuing obligations of plaintiffs' counsel that justified a fee enhancement. The court also held that the duplication of work by the attorney required a negative multiplier decreasing the lodestar calculation for his attorney fees. The attorney not only duplicated the work of counsel for plaintiffs in other cases, but he was the only attorney to regularly appear at hearings with cocounsel, and the two attorneys duplicated each other's work. The court further held that the trial court was not required to increase the basic lodestar of the attorney with a positive multiplier to ensure that the fee awarded would be within the range of fees freely negotiated in the legal marketplace in comparable litigation. (Opinion by Kline, P. J., with Haerle and Ruvolo, JJ., concurring.)

HEADNOTES

Classified to California Digest of Official Reports

(1)

Costs § 35--Attorney Fees--Review of Awards.

Where the sole issue before the appellate court is the amount of attorney fees awarded, the court's review is deferential. The experienced trial judge is the best judge of the value of professional services rendered in the trial court, and while the trial judge's judgment is subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong--meaning that it abused its discretion. The scope of discretion always resides in the particular law being applied, i.e., in the legal principles governing the subject of the action. Action that transgresses the confines of the applicable principles of law is outside the scope of discretion and such action is termed an abuse of discretion.

(2)

Costs § 29--Attorney Fees--Procedure--Hearing and Determination-- Lodestar Method.

In fee shifting cases, in which the responsibility to pay attorney fees is statutorily or otherwise transferred from the prevailing plaintiff or class to the defendant, the primary method for establishing the amount of reasonable attorney fees is the lodestar method. The lodestar (or touchstone) is produced by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive

or negative multiplier to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented. The purpose of adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services. Under certain circumstances, a lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis.

(3a, 3b)

Costs § 19--Attorney Fees--Private Attorney General Doctrine-- Lodestar Calculation--Class Action by Banking Customers to Challenge Imposition of Checking Account Fees.

In one of five class actions by banking customers against a bank that notified the customers that their checking accounts would become subject to monthly fees, in which the issues were resolved by settlement, plaintiffs' attorney was not entitled to an award of attorney fees using an enhanced lodestar calculation. The bank never contested plaintiffs' legal claims or their right to reasonable fees under [Code Civ. Proc., § 1021.5](#) (private attorney general doctrine), and communicated a desire to settle the cases and to pay reasonable fees almost immediately after the complaints were filed. Also, the litigation was not novel or complicated. Nor was enhancement of the lodestar fee justified by the role the attorney played in persuading the trial court to initiate coordinated proceedings. The record failed to show that coordination facilitated settlement or achieved any other useful purpose. Enhancement of fees on the basis of the results obtained also was unjustified. It was questionable whether the protracted negotiations that delayed execution of the settlement agreement added substantial value to the settlement. Neither the demands of the litigation nor the quality of the work performed by the attorney justified enhancement of his lodestar fee due to the results obtained. Finally, there were no continuing obligations of plaintiffs' counsel that justified a fee enhancement.

[See 7 Witkin, Cal. Procedure (4th ed. 1997) Judgment, § 225 et seq.; West's Key Number Digest, Banks and Banking k. 231.]

(4)

Costs § 17--Attorney Fees--Private Attorney General Doctrine--Factors.

Where a trial court, in deciding the amount of attorney fees to award, determines that a percentage fee is inappropriate, either because the value cannot easily or accurately be monetized, or for some other reason, it must be careful not to use the results obtained factor to enhance a lodestar simply because a settlement conferred a significant benefit on a large group of people, as the latter factor is under [Code Civ. Proc., § 1021.5](#) (private attorney general doctrine), relevant only to the entitlement to fees in the first instance, not to the amount of those fees. Whether an award is justified and what amount that award should be are two distinct questions, and the factors relating to each must not be intertwined or merged. The results obtained factor can properly be used to enhance a lodestar calculation where an exceptional effort produced an exceptional benefit.

(5)

Costs § 19--Attorney Fees--Private Attorney General Doctrine--Lodestar Calculation--Class Action by Banking Customers--Challenging Imposition of Checking Account Fees--Decreased Award Based on Duplication of Work.

In one of five class actions by banking customers against a bank that notified the customers that their checking accounts would become subject to monthly fees, in which the issues were resolved by settlement, the duplication of work by plaintiffs' attorney required a negative multiplier decreasing the lodestar calculation for his attorney fees. Absent a lack of confidence in the competence in the ability of counsel in the first filed case to maintain this class action, which did not appear in the record, it was difficult to find any need for the filing of so many essentially duplicative actions. The attorney not only duplicated the work of counsel for plaintiffs in other cases, but he was the only attorney to regularly appear at hearings with cocounsel, and the two attorneys duplicated each other's work. Because of this duplication, the attorney and his cocounsel received a larger award than any of the other attorneys. The lodestar consists of the number of hours reasonably expended multiplied by the reasonable hourly rate. Since there was no reasonable basis for the award that the attorney sought and received, the trial court abused its discretion in making the award.

(6)

Costs § 19--Attorney Fees--Private Attorney General Doctrine--Lodestar Calculation--Class Action by Banking Customers--Challenging Imposition of Checking Account Fees--Positive Multiplier.

In a class action by banking customers against a bank pertaining to monthly checking account fees, in which the issues were resolved by settlement, the trial court was not required to increase the basic lodestar of one of the plaintiffs' attorneys with a positive multiplier to ensure that the fee awarded would be within the range of fees freely negotiated in the legal marketplace in comparable litigation. Attorney fee awards calculated under the lodestar methodology need not be measured by a percentage-of-the-benefit yardstick whenever a class recovery can be determined with a reasonable degree of certainty. This judicial authority is discretionary, and is limited to cases in which a lodestar award would not produce a fee that is within the range of fees freely negotiated in the legal marketplace and it is not otherwise inappropriate to increase the basic lodestar. A percentage-of-the-benefit approach in this case would have been inappropriate, since the trial court's increase of the attorney's lodestar for duplicative work was an abuse of discretion. Also, the attorney failed to show that the lodestar would not produce a fee within the range of fees freely negotiated in the marketplace, and none of the attorneys representing other plaintiffs made similar requests. The predicate of any attorney fee award is the necessity and usefulness of the conduct. The attorney's duplicative work was neither difficult nor particularly productive, involved little or no risk, and may have delayed settlement.

COUNSEL

Brobeck, Phleger & Harrison, Daniel G. Lamb and Brian D. Martin for Defendant and Appellant.
Sherman Kassof and Daniel U. Smith for Plaintiffs and Respondents. *823

KLINE, P. J.

Appellant Wells Fargo Bank, N.A. (hereafter Wells Fargo or Bank), challenges a trial court order awarding attorney fees and costs in the amount of \$215,460 to Attorney Sherman Kassof, cocounsel for respondent Ernest M. Thayer in one of five coordinated class actions that, as to the underlying issues, have all been resolved on the basis of a settlement agreement. The total amount awarded by the trial court to the nine law firms, including Kassof's, which represented plaintiffs in the coordinated actions was approximately \$1.1 million. After the appeal was filed, Wells Fargo entered into settlement agreements regarding all individual attorney fee awards except that to Kassof. The amount of the fee awarded Kassof's cocounsel, Mario Alioto, was among those compromised by settlement, so that the award to Kassof is therefore the only one here at issue.

In a cross-appeal, Kassof claims the fee awarded him was too low.¹ In his view, the trial court abused its discretion by refusing to consider the value of the benefit conferred on Wells Fargo's customers by the litigation and to enhance the lodestar more than it did by applying a multiplier reflecting a percentage-of-the-benefit analysis.

Facts and Proceedings Below

On May 28, 1998, Wells Fargo sent a letter to approximately 164,000 customers whose checking accounts were not subjected to service fees notifying them that, as of their next statement, their accounts would be subject to regular monthly service and maintenance fees (the May 28th letter). Most of the accounts at issue had been acquired by Wells Fargo from other banks that had been merged into Wells Fargo and the accounts met none of Wells Fargo's criteria for free checking.

In its final order awarding attorney fees and costs, the trial court divided the litigation that arose from the May 28th letter into four historical periods, increasing the fee award by a multiplier of two for work carried out during the first and third periods and awarding an unenhanced lodestar fee for work done during the second and fourth periods. The facts relevant to this appeal will be set forth in the context of these periods.

Period 1: June 1, 1998, through November 24, 1998.

On June 4, 1998, less than a week after the May 28th letter, Gary J. Phebus filed a class action complaint against Wells Fargo in the San Diego *824 Superior Court (the *Phebus* case) in which he was represented by two law firms: Milberg Weiss Bershad Hynes & Lerach and Finkelstein & Krinsk. The next day, June 5, Fred Stiesberg filed a substantially identical class action complaint in the same court (the *Stiesberg* case) in which he was also represented by two law firms: the Law Offices of James V. Parziale and Gerard & Associates. Three days later, on June 8, Barry M. Greenberg filed another virtually identical class action complaint against the Bank in the Los Angeles Superior Court (the *Greenberg* case) in which he was represented by Attorney William Sobel. (Plaintiff Greenberg, an attorney, later associated himself in as cocounsel in his case.) On June 22, 1998, the fourth class action complaint against Wells Fargo was filed in the San Francisco Superior Court by Jesse L. Judnick and others (the *Judnick* case) in which the plaintiffs were represented by Lieff, Cabraser, Heimann & Bernstein as well as the Law Offices of James V. Parziale and Gerard & Associates. Finally, on July 13, 1998, Kassof filed the fifth and last class action complaint against Wells Fargo in the San Francisco Superior Court on behalf of plaintiff Ernest M. Thayer (the *Thayer* case). Attorney Mario Alioto of the firm of Trump, Alioto, Trump & Prescott later joined Kassof as cocounsel in

the *Thayer* case. Previously, on June 8, 1998, Kassof had filed a similar complaint in behalf of Thayer in the San Francisco Municipal Court. This municipal court action was never actively pursued and was not among the class actions coordinated in the San Francisco Superior Court in December 1998, but at Kassof's request it was subsequently included in the coordination on July 2, 1999, after the parties had agreed on settlement terms and turned their attention to the question of attorney fees.

Though there were some minor differences, the five superior court complaints, prepared by a total of nine law firms, were substantially the same. All sought to protect Wells Fargo customers entitled to free checking accounts who had been notified by the May 28th letter of the Bank's intention to impose service and maintenance fees, and all sought relief under the Consumer Legal Remedies Act ([Civ. Code, § 1750 et seq.](#)) and the unfair competition law ([Bus. & Prof. Code, § 17200 et seq.](#)); breach of contract and other common law causes of action were also included in some of the complaints.

On July 14, 1998, Kassof and his cocounsel filed a petition to coordinate the five superior court cases in San Francisco pursuant to [Code of Civil Procedure section 404](#). Wells Fargo originally opposed the petition because it believed this would unnecessarily delay settlement, which the Bank was *825 by then actively pursuing in conversations with counsel.² On July 24, when it began answering the complaints, Wells Fargo informed plaintiffs and their counsel that it had changed its position on the underlying fee issue and that "all customers who have or had impacted accounts ... have been or will be notified either that Wells Fargo will retain the fee waiver on their account for the life of the account or that upon their request Wells Fargo will reinstate their account with a fee waiver for the life of the accounts."

Six days later, on July 30, counsel in the *Phebus* case proposed terms for the settlement of all five cases. On August 3, before it responded to the proposal, Wells Fargo mailed a letter to all 164,000 customers who had received the May 28th letter informing them that, despite the earlier letter, Wells Fargo had "decided to reinstate the fee waiver for the life of the account" without proof of a promise of such a benefit. No service or maintenance fees have ever been imposed on the checking accounts at issue.

On August 14 Wells Fargo provided all parties a revised version of the settlement agreement proposed by counsel in the *Phebus* case. The most important modification the Bank sought was a provision requiring the parties to immediately file a joint application for dismissal of all five actions with prejudice without the necessity and expense of class notice. Thereafter, for a period of about three months, counsel for the parties negotiated the relatively insubstantial changes proposed by the Bank.

On November 12 Wells Fargo withdrew its opposition to the petition for coordination, because settlement discussions were becoming so protracted it felt "coordination would not significantly delay the process, and having all of the matters in front of one judge might facilitate the finalization of the settlement."

The activities just described, which resulted in agreement in principle as to the terms of settlement, took place during a six-month period in which no *826 discovery took place, no substantive motion was filed by any party, and no trial date was set.

The total amount of attorney fees awarded to counsel for plaintiffs in all five coordinated cases for work performed during period 1, which was \$503,998.76, was calculated by using a multiplier of two for each individual award. The award of fees to Attorneys Alioto and Kassof, who jointly represented plaintiffs in the *Thayer* case, was \$151,770, of which \$67,200 was awarded Kassof.

Period 2: November 25, 1998, through March 1, 1999.

On December 16, 1998, the parties appeared before San Francisco Superior Court Judge Diane E. Wick, the coordination motion judge. Among other things, counsel for plaintiffs in each of the five cases represented to Judge Wick that the parties had reached a settlement of all substantive issues and that the only remaining question was that of attorney fees. After two subsequent hearings, Judge Wick ordered the actions coordinated and the coordinated proceeding was assigned to her by the Chief Justice. On January 21, 1999, plaintiff in the *Greenberg* case challenged Judge Wick ([Code Civ. Proc., § 170.6](#)) and two weeks later San Francisco Superior Court Judge John J. Conway was appointed to replace her as coordination trial judge.

Wells Fargo states in its opening brief, and it is not disputed, that the debate necessitating three hearings before Judge Wick was solely between Kassof and Alioto, who wanted the case coordinated in San Francisco, and lawyers for plaintiffs in all the other cases, who argued that the five actions should simply be dismissed and refiled as a single action in San Diego, where the already agreed-upon settlement could then be submitted to and approved by the court.

The total award of counsel fees to all plaintiffs' counsel for work performed during period 2 was \$60,773.88. Of this amount, \$25,995 was awarded counsel in the *Thayer* case: \$9,975 to Alioto and \$16,020 to Kassof.

Period 3: March 2, 1999, through June 15, 1999.

Prior to a status conference held on March 5, 1999, counsel for plaintiffs informed Judge Conway, as they had Judge Wick, that the parties had reached agreement as to the substantive issues in dispute, and that the only remaining issues were attorney fees and costs. At the conference, however, counsel in the *Judnick* case claimed Wells Fargo had notified certain customers who had not received the May 28th letter that their checking accounts *827 might also be subject to maintenance and service fees commencing in April 1999 and that this conflicted with representations previously made by the Bank. Counsel for Wells Fargo, who received no notice this claim would be made, agreed to investigate the matter and, if necessary, take appropriate corrective action. He reaffirmed, however, that the claims of the 164,000 customers who had received the May 28th letter “have been fully compromised and settled and that the only unresolved issue before the Court was plaintiffs’ entitlement to the reimbursement of attorneys fees and costs.”

The court directed Wells Fargo to investigate the new claim and provide plaintiffs’ counsel specified information enabling them to independently determine whether the Bank had or planned to impose fees on the checking accounts at issue. After the Bank produced the specified information, plaintiffs’ counsel insisted, and the Bank agreed, that the settlement agreement be renegotiated with respect to so-called Paragraph 20 Accounts, pertaining to a portion of the proposed settlement agreement which refers to approximately 500,000 checking accounts Wells Fargo had reviewed when it selected the 164,000 customers who received the May 28th letter, because it was not apparent to the Bank why those customers were also receiving free checking. The Bank claims there is no evidence that, either before it sent the May 28th letter or at any time thereafter, it ever intended to impose maintenance or service charges on this larger number of customers, and this claim is not here contested. Nevertheless, the Bank agreed to a new provision in the settlement agreement providing that if it ever in the future decided to revoke fee waivers regarding these accounts it would provide such customers advance notice so that customers “may notify Wells Fargo in writing within 30 days of such notice of his/her good faith belief that his/her Fee Waiver may not be revoked for the life of the checking account and the documentary basis for such belief.” Wells Fargo claims it agreed to this provision—which, it says, insured no more than is required by federal law—in order to end meaningless negotiations exposing it to “ever-increasing attorneys’ fees.”

The trial court awarded plaintiffs’ counsel fees for 100 percent of the hours they claimed they devoted to the coordinated cases during period 3, and a multiplier of two, which resulted in a total fee award to counsel in all five cases of \$346,287.52 for this three-month period. Kassof and his cocounsel were awarded \$135,120 for their representation in the *Thayer* case, of which Kassof received \$83,220.

Period 4: June 16, 1999, through December 15, 1999.

At the outset of the fourth period it appeared that the only unresolved issue was the amount of attorney fees the court would award plaintiffs’ *828 counsel. Resolution of this question was, however, delayed by several nominally unrelated issues raised by counsel for certain plaintiffs.

The first was the “Seymour Rose problem.” During the summer of 1999, Rose, a named plaintiff in the *Judnick* case, discovered Wells Fargo had begun imposing fees on his checking account. His lead counsel, Barry Himmelstein, claimed this showed the Bank could not be trusted to comply with the settlement agreement and on this ground refused to support the revised agreement the parties intended to submit to the court at a hearing scheduled for July 15, 1999. After investigating the matter, Wells Fargo’s counsel wrote Rose’s attorney, explaining that fees had been properly imposed on Rose’s account because he gave up his fee waiver in 1995 by voluntarily converting to a Wells Fargo Gold Account, which did not carry a fee waiver, but which provided additional benefits such as free travelers checks. Rose apparently received a “promotional” fee waiver on his new account, which expired in October of 1998. Because he converted to a Gold Account, Rose was not among the 164,000 customers who received the May 28th letter, nor was he a member of the larger group of 500,000 Paragraph 20 Accounts. Although for these reasons the Bank believed Rose was not a member of a putative class alleged in any of the coordinated actions and therefore not a proper plaintiff, it claims it nevertheless granted him a life-of-the-account fee waiver simply in order to “get on with the settlement.” Apparently for this reason, Rose’s counsel did not pursue the matter further.

For work performed during the fourth period, the trial court awarded plaintiffs’ counsel unenhanced lodestar fees totaling \$188,644.75. Respondent’s two attorneys were awarded \$90,105, of which Kassof received \$49,020.

The Award of Attorney Fees.

At the hearing on attorney fees and costs conducted on December 15, 1999, the court observed that it had received and reviewed a “shopping cart” of memoranda in support of and in opposition to fees as well as voluminous declarations of counsel as to their credentials and the amount of work they devoted to the coordinated cases. The Bank conceded plaintiffs’ counsel were entitled to fees under [Code of Civil Procedure section 1021.5](#); the sole issue at the hearing was the *amount* of the fees that would be awarded.

Wells Fargo's position in the court below, revived here, is summed up in the opening paragraphs of its opposition to the applications of plaintiffs' counsel: "Not since *Jarndyce v. Jarndyce* have rapacious lawyers so prolonged a lawsuit with pointless legal skirmishing. The attorneys Charles Dickens created in *Bleak House* lawyered the *Jarndyce* case to death; plaintiffs counsel in these cases are dancing on the grave of a lawsuit that was all *829 but stillborn. As the briefs of plaintiffs' counsel make clear, these lawsuits were moot two months after they were filed, when Wells Fargo retracted its notice to 164,000 account holders that service fees would be imposed on their accounts, and granted life-of-the-account free checking to every account holder who had received the notice. [¶] For the past fourteen months, plaintiffs' lawyers have attempted to breathe life into this lawsuit by pointless and redundant legal maneuvering. Now they seek truly exorbitant fees for the time spent manufacturing new issues and negotiating with each other. The result is that instead of being rewarded for quickly revoking the action which led to these lawsuits and creating new benefit for its account holders, Wells Fargo Bank's quick decision to resolve this dispute has only whetted plaintiffs' appetites by giving them a risk-free shot at a fee reward. They have spent the last fourteen months attempting to enhance that fee award, despite the almost complete absence of any additional benefit to the classes they purport to represent." For these reasons, the Bank asked the court to reduce the lodestar figures proposed by plaintiffs' counsel and to reject the multiplier they also requested.

Alioto and Kassof indignantly disputed the Bank's charges. According to them, the cases "were resolved relatively quickly and in an efficient manner" and the fees they sought were "modest in relation to the amount involved and the relief obtained." Asserting that they and lawyers for the other plaintiffs were "highly experienced in cases of this nature," the two attorneys stated that they did not undertake a massive review of documents, which would have consumed "hundreds of hours of attorney time," resolved many disagreements with the Bank without recourse to the court, did not seek class certification, which "would have involved expert testimony, substantial briefing and extended hearing," and quickly resolved disagreements they had with counsel for other plaintiffs. According to Alioto and Kassof, the Bank itself was responsible for any unnecessary delay that may have occurred. They claimed the Bank's initial opposition to their request for coordination was unjustified and time consuming, and that the Bank never asked the court to appoint liaison counsel ([Cal. Rules of Court, rule 1506](#)), which would have simplified negotiations and expedited settlement.³ In respondent's counsels' view, "[t]he Bank was content to deal with the various plaintiffs' lawyers in piecemeal fashion, [which] would allow the Bank to negotiate individual settlements and pick the settlement terms most favorable to it." *830

Kassof filed a one-page declaration in support of his petition for an award of attorney fees and costs. After authenticating the attached statement of his "litigation background" and daily time records, the declaration simply states that Kassof's current billing rate for legal work performed on a daily basis is \$350 per hour, that he worked a total of 434.1 hours on this case, and that, therefore, "the lodestar for my services is \$151,935.00."

At the hearing on December 15th, the trial court heard from lawyers representing plaintiffs in each of the coordinated actions. Attorneys Alioto and Kassof, who spoke last, focused their attention on the value of the settlement. Kassof noted that respondent's expert placed a value to the putative class of \$90 million over 10 years and \$110 million over 20 years, even without considering the value received by the 500,000 other Bank customers who benefited from the settlement, and that the fees awarded all plaintiffs' counsel should represent a percentage of these two figures, without specifying which one. Cocounsel Mario Alioto also emphasized the value of the settlement and again urged the court to take "a percentage approach" to the fee award.

Counsel for Wells Fargo argued that plaintiffs' counsel achieved nothing of value after August 3, 1998, the date the Bank retracted the May 28th letter and agreed that the 164,000 customers who received it could have free checking for the life of their accounts without proof of entitlement. He claimed that addition of paragraph 20 to the settlement agreement provided no needed protection to any of its customers, as the account holders referred to therein were never threatened with the loss of any right and federal banking laws obliged the Bank to give the notice redundantly required by paragraph 20.

The Bank also claimed that Kassof and his cocounsel, the only attorneys seeking a percentage fee, were least entitled to even a lodestar award. It argued that even if they spent the hours on the case they claimed, the basic lodestar they proposed, let alone any enhancement, was excessive when measured by their contribution to the settlement and the benefit it conferred on the class they purported to represent. The Bank pointed out that the amount of the lodestar fees sought by Kassof and Alioto was approximately twice that sought by counsel in any of the other coordinated cases and argued that their contribution was not twice that of other plaintiffs' counsel. On the contrary, the Bank maintained, respondent's lawyers not only duplicated the work of counsel for other plaintiffs, but duplicated each other's work. Whereas only one lawyer usually appeared for the other plaintiffs, Kassof and Alioto invariably both made court appearances and participated in settlement discussions and usually one simply repeated the representations of the other. In light of the multiplicity of cases and lawyers and resultant *831 duplication of effort, the Bank argued that the lodestar fees sought by *all* lawyers were unreasonable, but suggested Kassof and Alioto were less efficient than counsel for the other plaintiffs and the fees they sought therefore most egregiously excessive. The Bank's attorney noted that total counsel fees incurred by Wells Fargo up to the motions for attorney fees were \$232,000, which was about one-fourth the total lodestar fees sought by plaintiffs' attorneys for work done during the same time, and that this disparity was "strongly probative" of the duplication of effort on the part of plaintiffs' counsel.

At the close of the hearing, the court adopted the proposal of counsel in the *Phebus* case to divide the history of the litigation into four periods and apply a multiplier only to work performed during the first and third periods, in which the parties negotiated the substantive terms of the settlement agreement. In the final order granting fees, the court observed that an award of reasonable attorney fees and costs under [Code of Civil Procedure section 1021.5](#) was “appropriate,” and Wells Fargo did not contend otherwise, and determined that, because the settlement agreement did not create a common fund, “the appropriate method to calculate an award of attorneys’ fees is pursuant to the lodestar method.” Based on its review of the time records submitted by plaintiffs’ counsel, which resulted in no reduction of number of hours for which counsel sought compensation, the court calculated and set forth a basic lodestar award for each of the nine law firms representing plaintiffs.

The order goes on to find that the efforts of plaintiffs’ counsel during certain periods of time conferred greater benefits upon Wells Fargo account holders than work performed during other periods, and on that basis increased the lodestar amounts of the fees incurred for work performed during the first and third periods by a multiplier of two.⁴ The court found that lodestar awards and use of a multiplier was “appropriate ... in light of the results obtained, the contingent nature of the case, the novelty and complexity of the litigation, the skill displayed in fashioning an appropriate remedy, and the continuing obligations of Plaintiffs’ counsel.”

The lodestar award to Kassof, which was based on an hourly fee of \$300 rather than the \$350 he sought, totaled \$140,250, and consisted of \$33,600 *832 for period 1, \$16,020 for period 2, \$41,610 for period 3, and \$49,020 for period 4. After applying a multiplier of two for the amounts awarded for the first and third periods, Kassof’s total fee award amounted to \$215,460. The total fee award to all counsel after application of multipliers was \$1,099,704.90. The final enhanced award in each case and the amount awarded each of the nine firms are as follows:⁵

<i>Greenberg Case</i>	
William Sobel, Esq.	\$ 5,735.64
Barry Greenberg, Esq. (pro. per.)	<u>\$ 85,452.52</u>
Total	\$ 91,188.16
<i>Stiesberg Case</i>	
Gerard & Associates	\$ 61,970.00
Law Offices of James Parziale	<u>\$ 84,328.00</u>
Total	\$146,298.00

<i>Phebus Case</i>	
Finkelstein & Krinsk	\$275,034.75
Milberg, Weiss, Bershad, Hynes & Lerach	<u>\$ 27,450.00</u>
Total	\$302,484.75
	<i>Judnick Case</i>
Lieff, Cabraser, Heimann & Bernstein	<u>\$156,744.00</u>
Total	\$156,744.00
	<i>Thayer Case</i>
Trump, Alioto, Trump & Prescott	\$187,530.00
Sherman Kassof, Esq.	<u>\$215,460.00</u>
Total	\$402,990.00

Discussion

[1] Because the sole issue before us on both the appeal and the cross-appeal is the amount of fees awarded, our review is deferential. “ ‘The ’ experienced trial judge is the best judge of the value of professional services rendered in his court, and while his judgment is of course subject to review, it will not be disturbed unless the appellate court is convinced that it is clearly wrong—meaning that it abused its discretion.’ ” (*PLCM Group v. Drexler* (2000) 22 Cal.4th 1084, 1095 [95 Cal.Rptr. 2d 198, 997 P.2d 511], quoting *Serrano v. Priest* (1977) 20 Cal.3d 25, 49 [141 Cal.Rptr. 315, 569 P.2d 1303] (*Serrano III*) and citing *Fed-Mart Corp. v. Pell Enterprises, Inc.* (1980) 111 Cal.App.3d 215, 228 [168 Cal.Rptr. 525] [an appellate court will interfere with a determination of reasonable attorney fees “only where there *833 has been a manifest abuse of discretion”].) As we recently pointed out in a case in which the reasonableness of an attorney fee award was under review, “ ‘[t]he scope of discretion always resides in the particular law being applied, i.e., in the ’ legal principles governing the subject of [the] action’ ” Action that transgresses the confines of the applicable principles of law is outside the scope of discretion and we

call such action an "abuse" of discretion.' " (*Lealao v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 25 [97 Cal.Rptr. 2d 797] (*Lealao*), quoting *City of Sacramento v. Drew* (1989) 207 Cal.App.3d 1287, 1297 [255 Cal.Rptr. 704]; see also *Ramos v. Countrywide Home Loans, Inc.* (2000) 82 Cal.App.4th 615, 621-622 [98 Cal.Rptr.2d 388].)

A. Wells Fargo's Appeal

[2] The use of the lodestar method for calculating attorney fees was established in California in *Serrano III*. As we recently noted, "[i]n so-called fee shifting cases, in which the responsibility to pay attorney fees is statutorily or otherwise transferred from the prevailing plaintiff or class to the defendant, the primary method for establishing the amount of 'reasonable' attorney fees is the lodestar method. The lodestar (or touchstone) is produced by multiplying the number of hours reasonably expended by counsel by a reasonable hourly rate. Once the court has fixed the lodestar, it may increase or decrease that amount by applying a positive or negative 'multiplier' to take into account a variety of other factors, including the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented." (*Lealao, supra*, 82 Cal.App.4th 19, 26.) "The purpose of such adjustment is to fix a fee at the fair market value for the particular action. In effect, the court determines, retrospectively, whether the litigation involved a contingent risk or required extraordinary legal skill justifying augmentation of the unadorned lodestar in order to approximate the fair market rate for such services." (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1132 [104 Cal.Rptr.2d 377, 17 P.3d 735].) Under certain circumstances, a lodestar calculation may be enhanced on the basis of a percentage-of-the-benefit analysis. (*Lealao, supra*, at pp. 49-50.)

[3a] Wells Fargo did not below and does not now question the accuracy of Kassof's representations (or those of any other attorney for plaintiffs) as to the number of hours he devoted to the litigation; nor does it challenge the reasonableness of the hourly fee (\$300) used by the court in calculating his *834 lodestar.⁶ The Bank's argument is that the amount of time Kassof spent on the case was unreasonable in the circumstances and unproductive, and that even before it was enhanced by the application of a multiplier, the lodestar calculation produced a manifestly unjustified award. In effect, the Bank claims not only that the factors justifying use of a multiplier to enhance the lodestar figures are wholly missing, but that the unjustified duplication of work that took place requires a *negative* multiplier *decreasing* the lodestar. We agree.

1.

There is no hard-and-fast rule limiting the factors that may justify an exercise of judicial discretion to increase or decrease a lodestar calculation. (*Lealao, supra*, 82 Cal.App.4th at p. 40.) In *Serrano III* the Supreme Court identified seven factors as "among" those the trial court in that case properly considered. Three of those factors are inapplicable to the present case, as unlike *Serrano III*, this case was not against a public entity, the responsibility to pay a fee award would not fall upon the taxpayers, the plaintiffs were not represented by a nonprofit public interest law firm or a government funded legal services program, and monies awarded would inure to the individual benefit of the plaintiffs' attorneys.⁷ (See *Serrano III, supra*, 20 Cal.3d at p. 49.) The remaining four factors were (1) "the novelty and difficulty of the questions involved, and the skill displayed in presenting them"; (2) "the extent to which the nature of the litigation precluded other employment by the attorneys"; (3) "the contingent nature of the fee award, both from the point of view of eventual victory on the merits and the point of view of establishing eligibility for an award"; and (4) "the fact that in the court's view the two [plaintiffs'] law firms involved had approximately an equal share in the success of the litigation." (*Ibid.*)

In the present case, the trial court justified its application of a multiplier increasing the nine lodestar awards on the basis of two of the factors mentioned in *Serrano III*, stating in its order that it found it appropriate to apply multipliers in light of "the contingent nature of the case, the novelty *835 and complexity of the litigation, [and] the skill displayed in fashioning an appropriate remedy" The court additionally considered "the results obtained" and "the continuing obligations of Plaintiffs' counsel." While these two factors were not specifically referred to in *Serrano III*, we believe they deserve consideration and in appropriate cases may justify increasing a lodestar, and Wells Fargo does not argue otherwise.

The problem in this case is not the use by the trial court of factors that cannot be considered; rather it is the absence in the record of any justification for increasing Kassof's lodestar award, either on the basis of the factors identified by the trial court or any other factors.

As in *Ramos v. Countrywide Home Loans, Inc., supra*, 82 Cal.App.4th 615, "the terse nature of the trial court's ruling ... gives virtually no explanation for the basis of the substantially enhanced award of fees and costs here. Because it merely lists the enhancement factors used, without a more complete explanation of their applicability in this context, the order is subject to question regarding the factual basis of the exercise of discretion made." (*Id.* at p. 624.) Nor can we find the requisite factual basis in the record.

The trial court's conclusion that the outcome in this case was genuinely questionable, or "contingent"—either because there was doubt as to whether plaintiffs would prevail on the merits or, if they did, whether the trial court would award fees to counsel for the prevailing parties—seems to us without basis. As we have explained, the Bank never contested plaintiffs' legal claims or their right to reasonable fees under [Code of Civil Procedure section 1021.5](#), and communicated a desire to settle the cases and to pay reasonable attorney fees almost immediately after the complaints were filed. This speedy capitulation could not have surprised plaintiffs' counsel, as the astonishing speed of the race to the courthouse by such an extraordinary number of lawyers reflects their confidence they would not only prevail on the merits but be remunerated for their efforts.

Nor was the litigation novel or complicated.⁸ The central theory of all the coordinated actions is that either Wells Fargo or a predecessor bank offered *836 members of the putative class one or more checking accounts free of monthly service charges during the life of the account and that members of the class accepted these offers, providing valuable consideration to the offeror bank. Thus, at bottom, the coordinated cases rest not on new or complicated theories under the Consumers Legal Remedies Act or [sections 17200 and 17500 et seq. of the Business and Professions Code](#) (although those laws may well have been violated), but simply on anticipatory breach of contract. The simplicity and strength of this claim is evidenced by the terms of the contracts at issue, some of which were annexed to several complaints.

Attempting to persuade us he displayed skill in addressing complex or novel issues, which justified application of a positive multiplier, Kassof focuses on his efforts to protect the interests of approximately 500,000 Bank customers whose interests were addressed in paragraph 20 of the settlement agreement.

Although Kassof has not rebutted the Bank's assertions that paragraph 20 is meaningless—as the customers it refers to were never threatened with the loss of fee waivers, and this portion of the agreement obliges the Bank to do no more than comply with existing law—we agree that roughly 500,000 Wells Fargo customers benefited from paragraph 20, which requires the Bank to provide them advance notice of any possible retraction of their fee waivers and an opportunity to show an entitlement to the waiver. But it was counsel in the *Judnick* and *Stiesberg* cases, not Kassof (or his cocounsel), who first raised this issue and took the lead in fashioning a remedy. *837 Moreover, neither the problem nor the remedy was so complex as to seriously tax the ingenuity or resources of any of the attorneys involved.

Kassof also claims that enhancement of his lodestar fee is justified by the singular role he played in persuading the trial court to initiate coordinated proceedings.

As we have explained, Wells Fargo initially opposed Kassof's motion to coordinate because it had by then already informed each of the 164,000 customers whose accounts were then at issue that his or her checking account would remain free of monthly service fees for the life of the account, had issued a press release to that effect, and had provided all of this information in writing to counsel in all five cases, and for these reasons justifiably expected that the cases would settle promptly. The Bank felt coordination unnecessary because "[a]s a result of Well's Fargo's decision not to revoke fee waivers on the impacted accounts, no injunctive relief is necessary or available to plaintiffs, plaintiffs and the putative class members have suffered no damages, and no controversy exists to be resolved by the courts. No depositions or written discovery is necessary. All that remains is for the courts to approve dismissal of the cases and possibly award attorneys' fees to plaintiffs' counsel in one or more of the actions." "Therefore," the Bank concluded, "not only will coordination serve no purpose, it could easily delay resolution of these cases, unnecessarily adding expense and consuming judicial resources." As earlier noted, when the cases did not promptly settle, the Bank dropped its opposition to coordination in the hope it might facilitate that unexpectedly elusive goal.

Counsel for plaintiffs in the four other cases neither supported nor opposed Kassof's motion to coordinate. Barry Himmelstein of Lief, Cabraser, Heimann & Bernstein, counsel in the *Judnick* case, was the only plaintiffs' attorney other than Kassof willing to speak to the issue at the hearing on the motion. Indicating that the parties were well along in their discussions of a consolidated settlement of all of the actions and predicting they would also be able to quickly resolve the issues of fees, Himmelstein stated he was "indifferent to the coordination." It is hard to know whether, as the Bank claims, coordination hindered settlement, by, for example, leading to a time-consuming dispute between and among plaintiffs' counsel as to the county in which the cases would be coordinated. However, as we shall later discuss, the record also does not show that coordination facilitated settlement or achieved any other useful purpose. Nor does the record explain the belated inclusion in the coordinated proceeding of the action Kassof filed on behalf of Thayer (but never pursued) in the San Francisco Municipal Court before he commenced the present class action in behalf of the same named *838 plaintiff in the San Francisco Superior Court. So far as we can tell, the only purpose that may have been served by including the municipal court action in the coordinated proceeding was to buttress the fee requests of counsel in the duplicative *Thayer* cases. In short, Kassof's successful effort to coordinate the five actions against the Bank provides no reason to increase his lodestar award.

Enhancement of fees on the basis of "the results obtained" also seems unjustified. Kassof argues that the high dollar value of the settlement, which he claims can easily and accurately be monetized, justified a percentage fee but could alternatively be used to justify a multiplier increasing the lodestar. The only evidence in the record as to the value of the settlement is the

declaration of Herb Liebowitz, a tax planner who performs “actuarial calculations relating to the present value of future gifts, and to anticipated periodic contribution rates for funding complex pension plans,” submitted by Kassof in support of his request for a percentage fee. Liebowitz opined that the present value of the checking account services provided by the Bank under the settlement for the first year was \$16,821,437 and that the present value of the services provided for 30 years was \$111,056,525. Because it refused to award percentage fees (which were not sought by counsel for the other plaintiffs, but only by Kassof and Alioto) the trial court apparently concluded it was unnecessary to determine the dollar value of the settlement, invited no inquiry as to this matter and made no finding on the issue. Nor did Kassof, Alioto or counsel for any other party specifically request such a finding.

[4] Where a trial court determines that a percentage fee is inappropriate, either because the value cannot easily or accurately be monetized, or for some other reason, it must be careful not to use the “results obtained” factor to enhance a lodestar simply because the settlement conferred a “significant benefit” on a large group of people, as the latter factor is under [Code of Civil Procedure section 1021.5](#) relevant only to the entitlement to fees in the first instance, not to the amount of those fees. “Whether an award is justified and what amount that award should be are two distinct questions, and the factors relating to each must not be intertwined or merged.” (*Flannery v. California Highway Patrol* (1998) 61 Cal.App.4th 629, 647 [71 Cal.Rptr.2d 632].) The “results obtained” factor can properly be used to enhance a lodestar calculation where an exceptional effort produced an exceptional benefit. In other words, as stated by a leading treatise, “[t]he California cases appear to incorporate the ‘results obtained’ factor into the ‘quality’ factor: *i.e.*, high-quality work may produce greater results in less time than would work of average quality, thus justifying a multiplier.” (Pearl, Cal. Attorney Fee Awards (Cont.Ed.Bar 2d ed. 1998) § 13.6, p. 327.) ([3b]) The defendant in *839 this case never disputed plaintiffs’ factual or legal claims and promptly capitulated after the mere filing of the complaints. It is questionable whether the protracted negotiations that delayed execution of the settlement agreement added substantial value to the settlement. Neither the demands of the litigation nor the quality of the work performed by Kassof justifies enhancement of his lodestar fee due to the “results obtained.”

Finally, we do not understand why “the continuing obligations of Plaintiffs’ counsel” should justify a fee enhancement. The trial court never indicated the nature of any such obligations, Kassof does not discuss them in his brief and no continuing obligations are imposed on plaintiffs’ counsel under the settlement agreement.

This court is sensitive to the need to encourage “private attorneys general” willing to challenge injustices in our society. Adequate fee awards are perhaps the most effective means of achieving this salutary goal. Courts should not be indifferent to the realities of the legal marketplace or unduly parsimonious in the calculation of such fees. For example, given the number of separate actions coordinated here, a certain amount of inefficiency, waste, duplication and even competition in the representation of the plaintiff class was inevitable and, at least in the beginning, tolerable. (See *Liebman v. J.W. Petersen Coal & Oil Co.* (N.D.Ill. 1974) 63 F.R.D. 684, 690.) Compensation should not be strictly limited to efforts that were demonstrably productive. “Lawyers for plaintiffs and objectors in derivative or class actions, no less than other litigators, must evaluate, accept and prosecute suits on the basis of the entire spectrum of theories that show early promise of vindicating their clients’ rights. Every lawyer, indeed every judge, has pursued blind alleys that initially seemed reasonable or even professionally obligatory. To reward only the pursuit of a successful theory in cases such as this undercompensates the inevitable exploratory phases of litigation, and may also invite overly conservative tactics or even prohibit some high-risk but deserving actions entirely.” (*Seigal v. Merrick* (2d Cir. 1980) 619 F.2d 160, 164-165.)

However, while meager fee awards to successful counsel may discourage able counsel from engaging in many forms of public interest litigation that should be encouraged, the *unquestioning* award of generous fees may encourage duplicative and superfluous litigation and other conduct deserving no such favor. This case simply does not present the level of risk or any other circumstances that would warrant enhancement of the basic lodestar fees. The prospect of actual litigation never really existed, and the fee rates and hours allowed by the trial court were certainly ample and arguably *840 magnanimous.⁹ As the propriety of fees awarded counsel other than Kassof are not at issue here, the record is not as fully informative as it might otherwise be as to whether any of the plaintiffs’ lawyers made such a notable contribution as to justify the increases that were made in their basic lodestars. But the record is clear that Kassof made no such contribution.

We turn to the related question whether, as the Bank maintains, Kassof’s lodestar fee should have been *decreased*.

2.

[5] Although discussions in the case law of the use of multipliers to adjust a lodestar figure relate primarily to the use of multipliers to increase fees, our Supreme Court has repeatedly observed that a lodestar figure may be adjusted not just upward but also, where appropriate, *downward*. (See, e.g., *Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1294 [240 Cal.Rptr. 872, 743 P.2d 932] [“The touchstone figure may be increased or decreased by the trial court depending on other factors involved in the lawsuit.”]; *Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1134.) The Bank maintained below that, because the duplication

of effort by plaintiffs' many counsel needlessly increased attorney fees, the court should apply a negative multiplier of 0.5. Having settled its dispute on this issue with all other counsel for plaintiffs, the Bank renews this argument here solely with respect to Kassof.

Duplication was, indeed, the hallmark of the coordinated proceeding. Absent a lack of confidence in the competence of counsel in the first filed *841 *Phebus* case to maintain this class action-which does not appear-it is difficult to find any need for the filing of so many essentially duplicative actions in the first place. Had the four actions filed after *Phebus* not been commenced, the plaintiffs in those cases would have been included in the class alleged in *Phebus*. While it is therefore impossible to conclude that the filing of so many nearly identical actions significantly increased the value of this litigation to any customers of the Bank, it did substantially increase the Bank's exposure to large attorney fee awards. For example, as the Bank points out, plaintiffs' counsels' time records show that 384 hours (approximately 20 percent of the total hours claimed) was spent in correspondence and phone calls between and among the nine law firms representing the various plaintiffs, which is more than twice the hours plaintiffs' counsel spent communicating with the Bank and the trial court.

Federal case law raises the question whether it is appropriate at all to award attorney fees "in tag-along actions-representative lawsuits brought with different named plaintiffs which substantially track actions previously brought." (*Lewis v. Teleprompter Corp.* (S.D.N.Y. 1980) 88 F.R.D. 11, 17.) As the Second Circuit Court of Appeals has pointed out, "[w]hile there is no first-in-time rule governing the award of counsel fees where multiple litigation is brought, a duplicative action which contributes virtually nothing to the ultimate result cannot justify an award of counsel fees.... [Citation.] Where [the] goal [of the litigation] is fully achieved by a single well-managed action, an award of compensation to latecomers who add nothing of value would encourage the bringing of superfluous litigation solely for an award of fees." (*Gerena-Valentin v. Koch* (2d Cir. 1984) 739 F.2d 755, 759; see also *Donovan v. CSEA Local Union 1000* (2d Cir. 1985) 784 F.2d 98, 106; *In re Metropolitan Life Derivative Litigation* (S.D.N.Y. 1996) 935 F.Supp. 286, 288 ["six law suits were filed when only one was necessary"]; *Skelton v. General Motors Corp.* (N.D.Ill. 1987) 661 F.Supp. 1368, 1387; *In re Agent Orange Product Liability Litigation* (D.C.N.Y. 1985) 611 F.Supp. 1296, 1307; *In re Penn Cent. Securities Litigation* (E.D.Pa. 1976) 416 F.Supp. 907, 916, revd. on other grounds (3d Cir. 1977) 560 F.2d 1138.)

Kassof concedes there was some unnecessary duplication of work by plaintiffs' numerous counsel during the coordination proceedings, but lays this problem almost entirely at the feet of the Bank. He argues in his brief that had the Bank "moved for an order appointing 'lead counsel' to represent all plaintiffs, what Wells Fargo now characterizes as 'duplicative' work by plaintiffs' attorneys would have been avoided. Instead, Wells Fargo chose to negotiate separately with individual parties, thereby requiring substantial additional work by all concerned." The argument is wholly unjustified.

First of all, in his petition for coordination Kassof requested that *he* be appointed liaison counsel unless counsel in the other actions all agreed upon *842 someone else. Plaintiffs' counsel apparently never selected one of their number to serve as liaison counsel, and Kassof never pursued the matter. But Wells Fargo certainly did so. After the Bank dropped its opposition to coordination it repeatedly asked the court to appoint liaison counsel, because it thought that might solve the problems it was experiencing in dealing with numerous lawyers representing different clients. For example, at one hearing counsel for the Bank expressed frustration at his inability to prevail upon plaintiffs' counsel to appoint one of their number as liaison counsel, asking the court to appreciate "what it's like being in my position having to deal with, how many do we have, seven or eight lawyers assembled here, each of which have different ideas and different views. And I know, I've been in these cases before, and I know its not uncommon, in fact it's usual, I believe, to appoint a liaison counsel. So if we can give some attention to that at some point during the proceedings, it would certainly make life easier for me, your Honor." Despite his initial request for the appointment of liaison counsel, Kassof did not support any of the Bank's requests for such an order. In the circumstances, it would be unfair to hold the Bank responsible for the trial court's regrettable failure to appoint liaison counsel and to exercise stronger control over the proceedings.¹⁰

Despite the absence of liaison counsel, the law firms representing plaintiffs in the *Phebus*, *Stiesberg*, and *Judnick* actions did designate one of their number to speak for the named plaintiff in each of these actions.

Plaintiffs in the *Phebus* case were represented by five lawyers associated with two law firms, but designated only one attorney, Mark L. Knutson, to make court appearances on behalf of all. Similarly, plaintiffs in the *Judnick* and *Stiesberg* cases were represented by seven lawyers associated with three law firms, but usually designated just one attorney, Barry Himmelstein, to appear and speak for all plaintiffs in those two cases. Knutson and Himmelstein, who appear to have collaborated, shouldered the laboring oars *843 throughout this litigation. After the actions were coordinated, counsel in *Thayer* and *Greenberg*-apparently the only cases in which the named plaintiffs were themselves attorneys¹¹-were largely content to follow the crowd.¹² The status conference held before Judge Conway on April 16, 1999, provides a good example. Barry Himmelstein appeared on behalf of all plaintiffs in the *Stiesberg* and *Judnick* cases, Knutson appeared for plaintiffs in the *Phebus* case, plaintiff Greenberg participated by telephone on behalf of himself, and Alioto and Kassof both personally appeared on behalf of Thayer. The subject of the lengthy hearing was the adequacy of the Bank's response to a pretrial order regarding the Paragraph 20 Accounts. The proceeding consisted almost entirely of a comprehensive analysis of the issues by

Himmelstein and response thereto by counsel for the Bank. After Himmelstein spoke, Knutson advised the court that “Mr. Himmelstein has pretty much addressed everything.” The court inquired whether Kassof wished to add anything, and Kassof answered that “Mr. Alioto is going to be stating our position.” Alioto briefly reiterated one of Himmelstein’s points and agreed that, as Himmelstein had previously made clear, plaintiffs’ counsel would honor the confidentiality of information supplied by the Bank. Kassof then observed that the disclosure plaintiffs’ counsel all sought “goes to the very essence of the case” and that there needed to be clarity as to this. Alioto and Kassof respectively sought and received compensation for almost 10 hours for work performed on April 16 in connection with this conference, which appears to have lasted about an hour.

This is not an isolated example of the manner in which Kassof and Alioto not only duplicated the work of counsel for plaintiffs in other cases but *844 duplicated each other’s work. At virtually every hearing that took place after coordination was ordered, plaintiffs in the other cases were invariably represented by a single attorney and either Himmelstein or Knutson, and sometimes both, made the bulk of the plaintiffs’ presentation, and Alioto and Kassof both appeared to separately express their concurrence. Because of this duplication, and the approval by the trial court of all the hours they claimed, Kassof and Alioto received a combined fee of \$402,990 for representing Thayer—which was more than 36 percent of the total fees awarded all counsel for plaintiffs in all five coordinated cases. No single attorney received an award larger than that made to Kassof. Finkelstein & Krinsk was the only law firm that received an enhanced fee award larger than that made to Kassof, but that award, \$275,034, was for work performed by *three* lawyers, one of whom was Knutson. Because Knutson performed the bulk of the work in the *Phebus* case, cocounsel in that case, Milberg, Weiss, Bershad, Hynes & Lerach, devoted just 53.25 hours to the matter, for which it received an award of only \$27,450. Himmelstein’s firm, Lieff, Cabraser, Heimann & Bernstein, received \$156,744 for work performed by three lawyers.

In light of the foregoing considerations, we do not believe the hours for which Kassof sought compensation in attorney fees were “reasonably spent.” Because there is no “reasonable basis” for the award he sought and received, as required (*Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1133; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 355 [188 Cal.Rptr. 873, 657 P.2d 365]; *Serrano v. Unruh* (1982) 32 Cal.3d 621, 639 [186 Cal.Rptr. 754, 652 P.2d 985]; *Feminist Women’s Health Center v. Blythe* (1995) 32 Cal.App.4th 1641, 1666 [39 Cal.Rptr.2d 189]), the making of that award was an abuse of judicial discretion. This conclusion deprives Kassof not only of the right to any enhancement of his lodestar fee, but to the lodestar award he received, which was calculated on the basis of all of the hours he claimed. As our Supreme Court has repeatedly made clear, the lodestar consists of “the number of hours *reasonably expended* multiplied by the reasonable hourly rate....” (*PLCM Group, Inc. v. Drexler*, *supra*, 22 Cal.4th 1084, 1095, *italics added*; *Ketchum v. Moses*, *supra*, 24 Cal.4th at p. 1134.)

While we believe a substantial reduction in the number of hours for which Kassof deserves compensation, or application of a negative multiplier reducing his basic lodestar award, is therefore warranted, in the absence of a fuller factual inquiry than was made by the trial court we are loath to ourselves *845 determine the precise amount of the appropriate reduction.¹³ Kassof will on remand have an opportunity to demonstrate, if he can, the productive time he necessarily spent on this case, keeping in mind the substantial contributions made by able counsel representing plaintiffs in identical actions that were previously filed.

B. Kassof’s Appeal

[6] In a cross-appeal resting entirely on our opinion in *Lealao*, *supra*, 82 Cal.App.4th 19, Kassof argues that because the value of the class recovery can be monetized with a reasonable degree of certainty, the trial court could have increased his basic lodestar with a positive multiplier “to ensure that the fee awarded is within the range of fees freely negotiated in the legal marketplace in comparable litigation.” (*Id.* at p. 50.) According to Kassof, the multiplier applied by the trial court was not sufficient to bring his fee within this range, the trial court’s refusal to further enhance his fee therefore constituted an abuse of discretion, and the matter must therefore be remanded to the trial court for a reassessment that “must result in a dramatic increase, not a decrease, in the size of his award.” In light of what we have already said, we need spend little time on this contention, which, if this were the Federal Circuit, would qualify for a “chutzpah award.” (See, e.g., *Dainippon Screen Mfg. Co., Ltd. v. CFMT, Inc.* (Fed.Cir. 1998) 142 F.3d 1266, 1271.)

First of all, *Lealao* certainly does not mandate that attorney fee awards calculated under the lodestar methodology *must* be measured by a percentage-of-the-benefit yardstick whenever a class recovery can be monetized with a reasonable degree of certainty. This judicial authority is fundamentally discretionary and is limited to cases in which a lodestar award would not produce a fee that is within the range of fees freely negotiated in the legal marketplace and “it is not otherwise inappropriate” to increase the basic lodestar. (*Lealao*, *supra*, 82 Cal.App.4th at p. 49.) For a variety of reasons, most of which are obvious, a percentage-of-the-benefit approach to *846 the calculation of Kassof’s fee would be wholly inappropriate. As we have seen, the trial court *did* increase Kassof’s lodestar, and the reasons we have found that to be an abuse of discretion would apply with even greater force to a greater increase. Additionally, and putting aside for the moment the considerations that have led

us to order a decrease in Kassof's basic lodestar, Kassof has not shown that that lodestar—which is based on \$300 per hour for the full amount of hours he claimed—would not produce a fee within the range of fees freely negotiated in the marketplace. Furthermore, even indulging the assumptions the class recovery here can be easily monetized, which the trial court did not determine, and that a percentage-of-the-benefit approach could be justified, none of the attorneys representing other plaintiffs requested the court to apply a multiplier based on that methodology, and for this reason alone it would be inappropriate to do so in behalf of a single lawyer who was not singularly instrumental to the successful resolution of the litigation.

Nothing we have said in this opinion signals any retreat from our firm and continuing commitment to the settled principle that attorneys entitled to fee awards for advancing important public interests must be fully and fairly compensated, so as to encourage the provision of such legal assistance. However, the predicate of *any* attorney fee award, whether based on a percentage-of-the-benefit or a lodestar calculation, is the necessity and usefulness of the conduct for which compensation is sought. To award an attorney a premium for duplicative work that was neither difficult nor particularly productive, involved little or no risk, may well have delayed settlement, and seems to have been primarily designed to line counsel's pockets, would reward behavior which it is in the public interest (and as well the special interest of the legal profession) to strongly discourage.

Disposition

The judgment is reversed and the matter remanded for further proceedings consistent with this opinion. Appellant Wells Fargo is awarded costs on appeal.

Haerle, J., and Ruvolo, J., concurred.

On October 25, 2001, the opinion was modified to read as printed above. *847

Footnotes	
1	Although the respondent in this appeal is nominally Thayer, not Kassof, the latter is more directly interested and is in a practical sense arguing in his own behalf. We shall in this opinion therefore identify Kassof rather than Thayer as the claimant.
2	In its September 2, 1998 opposition to the motion to coordinate, the Bank represented to the coordination motion judge that the cases “have become moot because Wells Fargo reversed its decision to revoke these fee waivers. Wells Fargo has not revoked any of the fee waivers at issue and has decided to maintain these fee waivers for the life of the impacted accounts. Further, Wells Fargo has written to each impacted account holder, including plaintiffs, notifying him/her of this decision. [¶] Because no fees were charged by Wells Fargo on the impacted accounts and Wells Fargo has informed customers in writing that it will not revoke the fee waivers on the impacted accounts, the courts where these [five] cases are pending should dismiss them. Wells Fargo and plaintiffs recognize this fact and are working together to develop a joint dismissal application. If the effort to develop a universal joint dismissal application is not successful, Wells Fargo may reach agreement with individual plaintiffs, or Wells Fargo will unilaterally request dismissal of each of the cases based on the absence of any threatened conduct or damages. [¶] For these reasons, coordination is not necessary for prompt resolution of the cases. In fact, waiting for coordination will likely delay dismissal and therefore coordination does not promote the ends of justice.”
3	Rule 1501(<i>l</i>) defines “liaison counsel” as “an attorney of record for a party to a ... coordinated action who has been appointed by an assigned judge to serve as representative of all parties on a side with the following powers and duties, as appropriate: (1) to receive on behalf of and promptly distribute to the parties for whom he acts notices and other documents from the court; (2) to act as spokesman for the side which he represents at all proceedings set on notice before trial subject to the right of each party to present individual or divergent positions; (3) to call meetings of counsel for the purpose of proposing joint action”
4	The order states that, “For example, the Court finds that time expended in the preparation and filing the complaints and negotiating the substantive provisions of the settlement agreement ultimately reached with Wells Fargo (the period from June 1, 1998 through November 24, 1998 (period 1) and from March 2, 1999 through June 15, 1999 (period 3)) provided greater benefit and involved a different level of activity than time expended in pursuing non-substantive or collateral settlement matters, or the negotiating and, thereafter, briefing of Plaintiffs’ counsel’s respective fee and expense motions (the periods from November 25, 1998 through March 1, 1999 (period 2) and from June 16, 1999 through December 15, 1999 (period 4)).”
5	The basic lodestar calculations for each of the nine law firms is set forth, <i>post</i> , at footnote 9.

6	At the hearing on attorney fees, counsel for Wells Fargo confirmed that the Bank “didn’t contest line items in the bills. We didn’t say that phone call was too long [or] didn’t happen. Well, the reason for that is because Wells Fargo is not suggesting that any of these lawyers are lying. We’re not suggesting that they didn’t spend the time they claimed to have spent. What we’re saying is that given what was accomplished in this case, that kind of a Lodestar number is an unreasonable number.”				
7	These factors were “the fact that an award against the state would ultimately fall upon the taxpayers; the fact that the attorneys in question received public and charitable funding for the purpose of bringing law suits of the character here involved”; and “the fact that the monies awarded would inure not to the individual benefit of the attorneys involved but the organizations by which they are employed.” (<i>Serrano III, supra</i> , 20 Cal.3d at p. 49.)				
8	<p>Though Kassof does not advance the argument, it could be maintained that since coordination under Code of Civil procedure section 404 is limited to “complex” cases (cf. Code Civ. Proc., § 403, relating to the coordination of cases that are “not complex”), the coordinated actions are by definition difficult or novel. Such an argument would not be persuasive. The criteria that determine whether actions are “complex” within the meaning of section 404 are set forth in the California Rules of Court, which defines a “complex case” as “an action that requires exceptional judicial management to avoid placing unnecessary burdens on the court or the litigants and to expedite the case, keep costs reasonable, and promote effective decision making by the court, the parties, and counsel.” (Cal. Rules of Court, rule 1800(a).) In deciding whether actions are “complex,” the trial court must consider “whether the action is likely to involve: [¶] (1) Numerous pretrial motions raising difficult or novel legal issues that will be time-consuming to resolve; [¶] (2) Management of a large number of witnesses or a substantial amount of documentary evidence; [¶] (3) Management of a large number of separately represented parties; [¶] (4) Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court; or [¶] (5) Substantial postjudgment judicial supervision.” (<i>Id.</i>, rule 1800(b).)</p> <p>The coordinated actions with which we are here concerned are “complex” within the meaning of this rule only because of the large number of represented parties in related actions pending in different counties. The court did not address the difficulty or novelty of the substantive legal issues presented because the petition to coordinate made no such claim. Kassof sought coordination solely on the grounds the actions “are brought on behalf of overlapping classes, alleging virtually identical facts and legal theories, and involve the same defendant,” and that coordination “would advance the convenience of the parties, witnesses and counsel” and thereby “promote the efficient utilization of judicial facilities and manpower ... avoid the risk of duplicative and inconsistent rulings ... [and] increase the possibility of settlement” Kassof did not allege, and the court did not find or even imply that the actions sought to be coordinated present “difficult or novel legal issues that will be time-consuming to resolve” (Cal. Rules of Court, rule 1800(b)(1).)</p>				
9	<p>The lodestar calculations for each of the nine law firms based on these rates and hours are as follows:</p> <table><tr><td><i>Greenberg Case</i></td><td></td><td></td><td></td></tr></table>	<i>Greenberg Case</i>			
<i>Greenberg Case</i>					

William Sobel, Esq.	\$ 3,253.76
---------------------	-------------

Barry Greenberg, Esq. (pro. per.)	<u>\$ 55,385.01</u>
-----------------------------------	---------------------

Total	\$ 58,638.77
-------	--------------

<i>Stiesberg Case</i>	
-----------------------	--

Gerard & Associates	\$ 33,702.50
---------------------	--------------

Law Offices of James Parziale	<u>\$ 45,468.50</u>
-------------------------------	---------------------

Total	\$ 79,171.00
-------	--------------

<i>Phebus Case</i>	
--------------------	--

Finkelstein & Krinsk	\$163,296.00
----------------------	--------------

Milberg, Weiss, Bershad, Hynes & Lerach	<u>\$ 15,975.00</u>
---	---------------------

Total	\$179,271.00
-------	--------------

<i>Judnick Case</i>	
---------------------	--

Lieff, Cabraser, Heimann & Bernstein	<u>\$ 97,936.00</u>
--------------------------------------	---------------------

Total	\$ 97,936.00
-------	--------------

<i>Thayer Case</i>	
--------------------	--

Trump, Alioto, Trump & Prescott	\$119,295.00
---------------------------------	--------------

Sherman Kasso, Esq.	<u>\$140,250.00</u>
---------------------	---------------------

Total	\$259,545.00
-------	--------------

10	A 1980 report to the Federal Judicial Center on attorney fees in class actions acknowledged some duplication may be inevitable in complex cases involving large numbers of parties and lawyers, particularly in the early stages before the cases are combined. The report emphasized, however, that “[d]uplication of effort can best be minimized by careful judicial observation and control during the case. The object would be to assure coordination of effort by the various plaintiffs’ attorneys. In appropriate cases appointment of lead or liaison counsel, together with a warning that duplication will not be tolerated, may go a long way toward minimizing the risk. If duplication is not controlled during the case it may be too late to do anything effective about it when the fee petitions are filed. At that point the only remedy is to reduce the hours to be included in the lodestar to compensate for the duplication. Although this may be necessary to protect the class from excessive fee awards, it is less than satisfactory for two reasons. First, at best the reduction will be an approximation. Second, it is harsh on the attorneys who actually may have invested the time in good faith.” (Miller, <i>Attorneys’ Fees in Class Actions</i> , Rep. to Federal Judicial Center (1980) pp. 274-275, fns. omitted; see also <i>Liebman v. J. W. Petersen Coal & Oil Co.</i> , <i>supra</i> , 63 F.R.D. at p. 690.)
11	Plaintiff Barry M. Greenberg was initially represented by Attorney William A. Sobel but at some point after his challenge to Judge Wick substituted himself in as in propria persona counsel. Greenberg received a fee award of approximately \$85,452.52; Sobel received an award of \$5,735.64.
12	There were, however, a few times during the proceedings in which Kassof and Alioto went a separate way, most notably by petitioning for coordination. None of their other independent efforts succeeded, however. One related to the manner in which fees should be calculated. Alone among plaintiffs’ counsel, Alioto and Kassof urged a percentage-of-the-benefit approach, which, as we discuss separately below, the court properly rejected. Another example was Alioto and Kassof’s attempt to pursue the “Seymour Rose problem,” which was initiated by counsel for plaintiffs in the <i>Judnick</i> case, in which Rose was a named plaintiff. As earlier described, it was discovered that Rose had given up a free checking account in order to obtain a Gold Account in which fees had been waived only for a limited period, which had expired, and was therefore not a member of any putative class alleged in any coordinated action. Despite the Bank’s insistence on the propriety of its treatment of Rose and other similarly situated customers, and the willingness of all other plaintiffs’ counsel to drop the issue, Kassof and Alioto persuaded the trial court to continue the proceedings to provide them an opportunity to extract a concession from the Bank. At that point counsel for all of the other parties agreed to language in a proposed pretrial order that would authorize the Bank to enter a settlement with plaintiffs in all of the coordinated actions other than <i>Thayer</i> . Before this language was considered by the court, Kassof and Alioto abandoned their demand for additional concessions and the proposed order was dropped.
13	In <i>California Public Interest Research Group v. Shell Oil Co.</i> (N.D.Cal. 1996) 1996 WL 33982, the court concluded that “where the attorneys filing a second, identical suit play an almost entirely passive or duplicative role, and fail to make a distinct contribution to either the litigation effort, a settlement, or the results achieved, they fail to satisfy the ‘appropriate’ standard set forth in 33 U.S.C. § 1365(d) [.]” and may therefore be denied <i>any</i> fee. (<i>Id.</i> , at pp. *3-4; accord, <i>Gerena-Valentin v. Koch</i> , <i>supra</i> , 739 F.2d 755, 759; <i>In re Agent Orange Product Liability Litigation</i> , <i>supra</i> , 611 F.Supp 1296, 1307; see also <i>Lewis v. Teleprompter Corp.</i> , <i>supra</i> , 88 F.R.D. 11, 17.) We foreclose that option here only because the Bank did not at trial claim Kassof should be denied any fee whatsoever, nor does it make that claim here.

ATTACHMENT 5